

# REQUEST FOR PROPOSAL

FOR

## FUEL: 2006/07

(Unleaded, Diesel, and Bio-Diesel fuel with four one-year contract extension options)

BID NO.: 353-06-05-B  
DUE DATE: August 7, 2006  
1:00 p.m.

**CENTRAL VALLEY SCHOOL DISTRICT #356**  
Purchasing Department  
19307 E. Cataldo Avenue  
Spokane Valley, Washington 99016

Purchasing Manager: Darren King, C.P.M.  
E-Mail: [dking@cvsd.org](mailto:dking@cvsd.org) Web Site: [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing)  
Phone: (509) 228-5476  
Fax (509) 228-5479

**RELEASE DATE: July 31, 2006**

**CENTRAL VALLEY SCHOOL DISTRICT NO. 356**  
**Purchasing Department**  
**East 19307 Cataldo**  
**Spokane Valley, WA**

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**CALL FOR BIDS (section III)**

To Whom It May Concern:

Sealed bids will be received by the Central Valley School District, #356 at the reception desk located at the District office at 19307 E. Cataldo, Spokane Valley, Washington, 99016, until the date listed under the Summary of Work – Bid and Project Dates – Bid Due Date, and will then and there be opened and publicly read.

The contract for fuel will be for one year with an additional four one-year extensions at option of the District. The fuel shall be unleaded, diesel, and B-20 bio-diesel. Pricing categories for fuel include: card-locked or key-locked pumps, tanker pumped fuel directly into buses, and bulk fuel. The district may choose a different vendor for each category of fuel depending on low bid but reserves the right to consolidate all categories of fuel if it is in the best interest of the district.

Currently we are using card-locked pumps, do not use refueling by tanker truck, and have no bulk fuel storage facilities. This year, ending August 31, 2006, we will consume about 34,000 gallons of unleaded fuel, 70,000 gallons of bio-diesel (B-20), and 30,000 of #2 diesel. Next years' estimate is similar to the past school year.

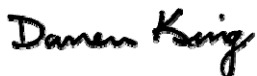
No bid bond is required on this bid.

The Purchasing office now has a website and is the central place to collect information about bids. See current bids at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) under the BIDS sections. Up-to-date information such as addendums and bid tabs are available there.

For questions regarding this bid I may be reached at (509) 228-5476 and at [dking@cvsd.org](mailto:dking@cvsd.org). Technical questions that may need to be answered or clarified will need to be followed up by addendum. So, information given verbally isn't binding, see Addendums below.

We look forward to working with you to obtain a proposal. Good luck!

Sincerely,



Darren King, C.P.M.  
Purchasing Manager

**SUMMARY OF WORK (section IV)**

Central Valley School District No. 356 is soliciting bids for:

**FUEL: 2006/07**

**For UNLEADED, DIESEL, and B-20 BIO-DIESEL**  
With options for the district to extend the contract  
in one-year increments, up to for additional years.

If your company is interested in providing a bid, please read the following information carefully and return as directed on the Bid Proposal NO LATER THAN the bid due date listed below.

**1. BID AND PROJECT DATES**

<b><u>PRE-BID CONFERENCE:</u></b>	<b><u>TIME</u></b>	<b><u>LOCATION</u></b>
NONE		

<b><u>BID DUE DATE:</u></b>	<b><u>TIME</u></b>	<b><u>LOCATION</u></b>
August 7, 2006	1:00 P.M.	District Office (Learning and Teaching Center) 19307 E. Cataldo Avenue, Spokane Valley, WA 99016

**EXPECTED AWARD BID:**  
AUGUST, 14, 2006

**START DATE:**  
SEPTEMBER 1, 2006

**COMPLETION DATE:**  
August 31, 2007  
With options for the district to extend the contract in one-year increments, up to for additional years.

**DESCRIPTION OF CONTRACT**

In general, the contract includes, but is not necessarily limited to:

- In general, this contract provides fuel for a majority of our vehicle needs. Some vehicles and equipment may not use fuel from this contract due to the location of the pumps or bulk storage facilities at the time of need. For example, unleaded fuel for mowers and fuel while out of town may be purchased from other vendors without violating the intent of this contract.

END OF SECTION IV

**TERMS AND CONDITIONS (section V)**

**1. THE OWNER**

Whenever the term "Owner", "District", or "district" is used in the documents, it refers to Central Valley School District No. 356, Spokane Valley, Washington.

**2. THE OWNER'S CORRESPONDENT**

When required to correspond with the Owner, all such correspondence shall be addressed to Darren King, Purchasing, Central Valley School District, East 19307 Cataldo, Spokane Valley, WA. 99016.

**3. THE CONTRACTOR/BIDDER/PROPOSER**

Whenever the term "Contractor", "Bidder", "Proposer", or "Vendor" is used in the documents, it refers to the Contractor or the Contractor's agents as submitted on the Bid Proposal form.

**4. ACCEPTANCE/REJECTION**

District No. 356 reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District as outlined in "AWARDS". Successful Bidder shall enter into contract with the District within ten (10) days from date of purchase authorization from the District No. 356 Board of Directors.

**5. ACCOMMODATIONS FOR THE DISABLED**

Individuals with disabilities who may need accommodation to participate in site visitation, the pre-bid conference or the public bid opening meeting should contact the office of the Director of Auxiliary Services NO LATER THAN three (3) days before the scheduled pre-bid meetings or bid opening so that arrangements for the accommodation can be made.

**6. ADDENDUMS**

Should Central Valley School District consider it necessary to revise any part of this RFP, an addendum will be made available on our website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing). If mandatory pre-bid meetings were held, the addendum may be sent to those who attended. All official clarifications or interpretations of the proposal documents will be by written addenda. Clarification given in any other form will be informal and unofficial. Check the Purchasing website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) under the Bids section to check on any published addendums prior to submitting a bid. The sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The District accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addendums and submit inadequate or incorrect responses.

**7. ALTERNATES**

The District often uses manufacturer's brands or model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Brands of equal specification, quality, performance, and use will be considered on an "or equal" basis; however, the District reserves the sole right in determining "equals". Offerings of alternate quality of features will, at District discretion, be considered on an "alternate" basis. All "or equal" bids or "alternate" bids must include complete description and/or descriptive literature with Bid Document.

**8. ANTI-DISCRIMINATION**

The vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

## **9. ASSIGNMENTS**

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the Central Valley School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District's likelihood of receiving performance on the contract.

The School District does not normally object to the granting of assignments for financial purposes provided that the original Proposer retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the School District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the School District.

## **10. AWARDS**

The Vendor providing the acceptable bid will be notified by the District Purchasing Office via mail.

The District reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional bids. The District seeks qualified Vendors. Award of the contract will be made on the basis of bid price and other factors such as:

- a. the ability, capacity, and skill of the Bidder to provide the service and/or materials required;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the Vendor;
- c. whether the Bidder can supply the materials and/or services within the time specified;
- d. the quality of performance of previous materials and/or services; and,
- e. the previous and existing compliance by the Bidder with laws relating to the contract or services.

In evaluating bids, the District shall also consider whether or not the bids comply with the prescribed requirements and unit prices, if requested in the bid forms.

The District may conduct investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the bid of any Vendor who does not pass any such evaluation to the District's satisfaction. If the Contract is to be awarded, the District will give the successful Bidder a Notice of Award within thirty (30) days after the day of the bid opening.

## **11. BID CHANGES OR WITHDRAWAL**

All changes and erasures must be made before the bid due by date and time as indicated above, and initialed. Bidder may not withdraw his/her bid after the bid opening nor prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior District consent.

## **12. BID COMPLETION**

Bids must be completed insofar as possible on the enclosed bid document and signed by an authorized representative of the Vendor. Please include bid identification and bid opening time and date on your envelope. Return one copy of the completed and signed Bid Proposal, sealed therein, to the District Purchasing Office at the above address. Bids will be opened at the time and date designated above.

## **13. BID QUOTATIONS**

Unless otherwise specified, all prices shall be for new merchandise, F.O.B. destination, with shipping prepaid and included in the price of the bid. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and service manuals where appropriate.

#### **14. BONDS**

A 100 percent performance bond is required on this bid. Only the awarded vendor/contractor need to present the performance bond upon notice of award, and each additional year the contract is renewed. A bid bond is not required on this bid.

#### **15. CONTRACT COMPLETION**

See penalty for lack of performance under Delivery in the Special Instructions section.

#### **16. CRIMES AGAINST CHILDREN**

The contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract.

#### **17. DEBARMENT / SUSPENSION**

By participating in this bid/quote (signing and submitting your bid/quote on the Bid/Quote Form) your company certifies that it meets the federal government's requirements below:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR 3017, for prospective participants in primary covered transactions, as defined at 7 CFR 3017, Sections 3017.105 and 3017.10---

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **18. DELIVERY**

Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All merchandise is subject to inspection and acceptance by District No. 356 personnel before final payment. At discretion of the District, partial payments will be made for partial deliveries.

#### **19. EQUAL EMPLOYMENT**

Unless exempted by rules of the Secretary of Labor and issued to appropriate sections of Executive Order 11246, as amended by 11375, the Bidder agrees to supply Central Valley School District No. 356 a completed "**Equal Employment Opportunity Compliance Certificate**" if such is requested.

## **20. INSURANCE**

Liability insurance shall be for the full duration of contract and shall protect the Contractor and the Owner, their agents, representatives, and employees from claims that may arise out of, or result from, the Contractor's operations on this project. The limits of liability for comprehensive general liability and automobile liability shall be not less than \$1,000,000 combined single limit. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. The contractor shall have Workers' Compensation Insurance and be current on their payments. Proof of insurance, license & bonding shall be submitted in writing to the school district purchasing office at East 19307 Cataldo, Spokane Valley WA 99016.

## **21. JURISDICTION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in Spokane County, Washington.

## **22. LAW COMPLIANCE**

Bidder agrees to fully comply with all Federal, State, and local laws, orders, rules, regulations, and ordinances including, but not limited to, those relating to industrial insurance, unemployment compensation, social security, minimum wages, equal employment, safety standards and building codes, and the Bidder shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Bidder or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.

## **23. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES**

Central Valley School District No. 356 encourages the participation of minority-owned and women-owned Business Enterprises in this Invitation to Bid.

## **24. PAYMENT TERMS**

Payments are authorized by the Board of Directors approximately every two weeks, the second and forth Monday of each month. Allow 45 days from the date of invoicing for partial payment.

### **PAYMENT ON INVOICES**

Payment on invoices will be made once they are internally approved and verified by district staff and must contain the following:

- All invoices must be itemized and verifiable ;
- Verification of delivery must be met by signature on all delivery documents.

## **25. PERMITS**

The Contractor shall obtain and pay for any permits, inspection fees, licenses, royalties, and bonds, if necessary.

## **26. PRE-BID CONFERENCE**

The District may schedule additional pre-bid conferences if determined to be in the best interest of the District. If additional pre-bid conferences are scheduled, those attending the previous conference (as determined by the previous pre-bid conference sign-in sheet) will be notified of the time and date so they may participate. The additional pre-bid conference will not be mandatory for those previously attending unless indicated as such. See BID AND PROJECT DATES for mandatory pre-bid conference.

## **27. PREPARATION COSTS**

Costs incurred by Bidders in preparation of their proposal, including travel and personal expenses, may not be charged as an expense of performing the contract. Central Valley School District shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

### **28. PREVAILING WAGES**

Not required under this contract.

### **29. PROPOSALS DISCLOSURE**

All proposals and other material submitted become the property of the Central Valley School District and may be returned only at Central Valley School District's option. Central Valley School District reserves the right to use any ideas presented in response to the RFP. Public records are open to reasonable inspection by the public.

### **30. PROPOSER'S CERTIFICATION**

By signature on their proposal, Proposers certify that; they have read this Request for Proposal; are authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFP.

### **31. PROTECTION OF MATERIALS AND EQUIPMENT**

The Contractor shall be held responsible for any and all materials and equipment to be installed under this Contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.

### **32. QUESTIONS**

All questions must be in writing and directed to the issuing office. The interested party must confirm telephone conversations in writing. There are generally two types of questions. One involves directing the questioner to the specific section of the RFP where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFP. Responses to these questions are provided to all potential Bidders by written addenda. Questions regarding bids or requests for additional bids packets should be directed to Darren King, Purchasing Manager, (509) 228-5476. Answers to questions to consultants or other district employees are non-binding unless followed up by an addendum from the Purchasing office.

### **33. REQUIRED REVIEW**

Proposers shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defect and questionable or objectionable material must be made in writing and received by the purchasing manager at least five (5) days prior to the deadline for receipt of proposals. This will allow for issuance of any necessary amendments/addendums. It will also help prevent the opening of a defective solicitation and exposure of vendors proposals upon which award could not be made. Protests based upon any omission error, or the content of the solicitation may be disallowed if not made in writing at least five (5) days prior to the deadline for receipt of proposals. The District reserves the right to publish amendments/addendums at any time prior to bid opening. Check the Purchasing website at [www.cvsd.org/purchasing](http://www.cvsd.org/purchasing) under the BIDS section to check on any published addendums prior to submitting a bid.

### **34. SAFETY**

It shall be the responsibility of the Contractor to establish and maintain a safe and healthful working environment and provide and/or install merchandise that meets or exceeds all applicable requirements in accordance with the standards set forth by the Washington Industrial Safety and Health Administration as per the Washington Administration Code (WAC) 296-24 governing the same.

### **35. SAVE HARMLESS**

Bidder agrees to protect and save harmless District No. 356 against all claims, suits, or proceeding for patent, trademark, copyright or franchise infringements and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of the Bidder or his/her agents, any of which result from the purchase of goods or services from his/her Bid.

### **37. TAXES**

Please state on your Bid Proposal form the rate of sales tax that will be charged. Bid amount and any agreed variations thereof shall include all applicable federal, state and local taxes imposed by law and properly chargeable to the contract, except Washington State Sales Tax. The District is exempt from certain Federal taxes and, where appropriate, shall provide an exemption certificate upon request to successful Bidder.

### **35. TERMINATION**

The District requires the Contractor to prohibit any of its employees who have ever been convicted of or plead guilty to any of the child-related felonies from working where s/he would have contact with public school children. Any failure to comply with this section (Washington State RCW 28A.400.330) shall be grounds for the District to immediately terminate the contract.

Contractor handling District business shall have a complete record check, including a fingerprint check through the Washington State Patrol and the Federal Bureau of Investigation, for any new employee who, in the course of the contract, may "have regularly scheduled unsupervised access to children". Failure to comply shall be grounds for the District to immediately terminate the contract.

Other than listed remedies such as under CONTRACT COMPLETION above, the Contractor agrees that upon default or breach of the contract or any terms or conditions therein and whether or not suit is commenced by the District, that the Contractor shall pay the District all costs and expenses together with and including reasonable attorney's fees incurred by the District as a result of the Contractor's default or breach of contract.

In the event the Contractor breaches the terms or violates the conditions of the contract, and does not cure such breach or violation within ten (10) days after written notice by the District to the Contractor of the breach thereafter, or if the Contractor becomes bankrupt or insolvent or suffers an assignment for benefit of creditors, the District may immediately terminate the contract for default. Contractor shall be liable for any and all costs and damages incurred by the District as a result of such default. In addition, the District may in such events and in addition to all other remedies in law or equity available to the District and not by way of a limitation thereto procure substitute services elsewhere and recover damages and costs thereof.

The District may terminate this contract, in whole or in part, at any time by giving the Contractor thirty (30) days written notice. The Contractor shall be paid its fees, including contract close-out fees, on work performed up to the time of termination. The Contractor shall promptly submit to the District its termination claim to be paid to the Contractor.

### **36. TOBACCO PROHIBITION**

Per legal reference RCW 28A.210.310, "The use of tobacco products on property owned or controlled by the Owner is prohibited." Failure to comply with this policy will result in exclusion from Owner's property.

END OF SECTION V

**SPECIAL INSTRUCTIONS (section VI)**

1. **BID BOND**  
No bid bond is required on this bid.
  
2. **PRICE ESCALATION/DE-ESCALATION**

**BIO-DIESEL PRICING**

Although there are slight variations on fees and costs associated with fuel, i.e. SERVICE FEE and FUEL PRICING methodology. The Contractor shall be insulated from the impact of any modifications to fuel related taxes and fees (i.e. first possessor fees or hazmat fees), all fuel related taxes and fees are to be added to invoices on a pass through basis and identified as a separate line item. Below is an overview of how fuel prices will be calculated and how the service fees will be applied.

**FUEL PRICING**

Because fuel pricing fluctuates from one day to another, the Oil Price Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and **OPIS DAILY "CONTRACT" AVERAGE** rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. With the possible exception of biodiesel, no other price change publication shall be considered. Bidders are instructed to propose a Not-to-Exceed OPIS price multiplier for gasoline, diesel family of fuels as well as a Biodiesel price multiplier. Below is an example calculation that illustrates how fuel prices are to be calculated:

$$\begin{array}{rclclclcl} \text{OPIS Daily Contract Average (delivered on April 1)} & \times & \text{Contractor's Diesel OPIS Price Multiplier} & \times & \text{gallons} & = & \text{Fuel Price} \\ \$2.00 & & x & & 1.0050 & & x & 10,000 & = & \mathbf{\$20,100} \\ \text{(OPIS Daily Contract Average for ULSD April 1)} & & \text{(Contractors Diesel price multiplier)} & & & & & & & \end{array}$$

The OPIS price multiplies for **(PAD) 4/5, Spokane, WA AVERAGE** will be used to establish fuel prices for all deliveries located in the district, regardless of where the contractor sources the fuel to be delivered.

**BIODIESEL PRICING**

All bidders were instructed to propose a Not-to-Exceed biodiesel OPIS multiplier for the B#2 grade of biodiesel as defined herein (Product Specifications section 0). The OPIS BioDiesel daily report (the Tacoma B100 rack price) will serve as the basis for establishing biodiesel contract pricing. The District reserves the right to add biodiesel reference cities or adopt other biodiesel price change publications should the marketplace warrant such action. The decision to do so will be at the discretion the District and the contractors bid profit margins are not to increase as a result of such action.

For bulk fuel, the District is to receive the appropriate proportion of B100 necessary to achieve the requested biodiesel blend. For example if the District desires 1000 gallons of a ULSD-B20 blend, the contractor would acquire and blend (in accordance with biodiesel specifications) 800 gallons of ULSD with 200 gallons of B100. **Additionally, the customer is to receive all applicable “Blender” tax credits which are to be identified on the invoice as a separate line item (or as a comment line on the invoice) as a credit.**

$$\begin{array}{rcccccc} \text{OPIS Daily Contract Average (delivered on April 1)} & \times & \text{Contractor's BioDiesel OPIS Price Multiplier} & \times & \text{gallons} & = & \text{Fuel Price} \\ \$3.00 & & x & & 1,000 & = & \$3,030 \\ \text{(OPIS Daily Contract Average for ULSD April 1)} & & \text{(Contractors Diesel price multiplier)} & & & & \end{array}$$

### **OPIS DAILY POSTING**

The state of Washington makes available the OPIS daily averages for the purpose of validating contract prices have been correctly calculated at [www.ga.wa.gov/pca/fuel/07705.htm](http://www.ga.wa.gov/pca/fuel/07705.htm). Contractor shall be required to maintain their own subscription to OPIS in order to correctly calculate contract fuel prices.

## **Invoicing Requirements**

### **INVOICES**

The District is to pay (accurately prepared) invoices within 30 days upon receipt of the invoice. The District recognizes payment delays can be costly but contractors should also recognize that the inability to readily validate contract pricing has been correctly calculated is the primary the cause of payment delays. Therefore, so as to streamline invoice audits and to empower contractors to get paid more quickly, all invoices are to be accompanied with the supporting documentation needed to readily verify that contract prices have been correctly calculated and delivery terms have been met. This may include but may not be limited to:

- A copy of the applicable [OPIS posting](#) used to reconcile contract pricing
- A copy of the meter ticket or bill of lading as applicable
- Record of before & after delivery stick level readings (used to validate volume of fuel delivered)
- Delivery receipt signed by the appropriate customer representative

Invoices (as well as supporting documentation) are to be sent to the District within 3-business days of the delivery. To ensure that invoices are processed in a timely manner the contractor is to be diligent in preparing invoices as incorrect invoices may be returned unpaid for correction, reissue, and will likely result in delayed payments. [Sample Invoices](#) can be found in appendix. The contractor shall submit a separate invoice for each delivery and at a minimum identify the following:

- Contract number
- Customer name
- Customer account number
- Invoice number
- Delivery location
- Date of invoice
- Date of delivery (identification of the time of the delivery is desirable but not required)

- Amount of fuel delivered (in gallons)
- Description of fuel delivered (separate line item for each fuel type delivered)
- Upon customer request identification of the contractor's OPIS price multiplier (may be identified in a comment line)
- OPIS Daily contract average reference price (may be identified in a comment line)
- BioDiesel tax credit (may be identified in a comment line)
- Fuel additives or conditioners (if applicable)
- Contractors service fee (relevant to that delivery site)
- Fuel tax credits (if applicable)
- Applicable fuel related taxes
- Applicable fuel related fees (i.e. Hazmat, First Possessor)

3. TAXES

Bid prices shall exclude Federal excise tax, Washington State sales tax, Superfund assessment (tax), except for Hazardous Material assessment (tax). Except for Federal excise tax, the remaining taxes/assessments shall be identified as separate line item on invoices.

For your information:

- A. Federal Excise Tax. The School District is exempt from the payment of this tax pursuant to Internal Revenue Code. It shall be the Contractor's responsibility to provide Federal tax Exemption Certificates to the District for authentication and return to the Contractor. The filing of Federal Tax Exemption Certificates shall be the sole responsibility of the Contractor subsequent to District authentication. Under no circumstances will Federal excise taxes be shown on invoices.
- B. Special Fuel Taxes/Assessments. The School District is not required to pay Superfund, Hazardous Material, and the State of Washington Pollution Liability Reinsurance tax.
- C. Superfund. The Superfund assessment (tax) shall be identified on the separate line provided for this purpose on the Bid Proposal. As stated above, this assessment (tax) is not to be included in the price per gallon quoted for gasoline/diesel. This assessment (tax) will, however, be considered in evaluating bids.
- D. Hazardous Material and the Washington State Pollution Liability Reinsurance Assessments. The Hazardous Material and Washington State Pollution Liability Reinsurance Assessments (taxes) shall be identified on a separate invoice for informational purposes only. The said invoice must be marked clearly with "For Informational Purposes Only." These taxes will not be considered in evaluating the bid.
- E. Washington State Sales Tax. This sales tax is not applicable to this type of purchase.
- F. Other Taxes. All other taxes assessed by Federal or State Authorities, as a part of doing business, are the sole responsibility of the Contractor.

4. DELIVERY

A. CARD-LOCK

- I. Bid prices shall be pump price at the card-lock/key-lock fueling site.
- II. Accessibility to the pumps shall be on a 24 hour basis. **PENALTY FOR A LACK OF FUEL:** If the vendor fails to have adequate fuel supplies or district access to adequate fuel supplies for longer than eight (8) hours, the District then has the right to purchase from another supplier that one time and charge any added costs to the Contractor who failed to deliver.

B. TANKER-PUMPED FUEL DIRECTLY INTO VEHICLES

- I. Bid prices shall be tanker pump price and pumped by tanker driver daily at one or both of our locations housing buses with a maximum refueling of once per day. Fueling will take place after 7:00 p.m.
- II. Accessibility shall be once per day. **PENALTY FOR A LACK OF FUEL:** If the Contractor fails to refuel buses on the schedule, the District then has the right to purchase from another supplier and charge the differential between the contract price and the alternate supplier to the contracted vendor who failed to deliver.

C. BULK FUEL

- I. Bid prices shall be the price of delivered fuel to any bulk storage tank within our district.
- II. Contractor must supply fuel within 48 hour, excluding weekends and holidays, to any bulk fuel location within our district.
- III. At the purchaser's request, contractors may be required to supply and blend a fuel additive, conditioner or treatment products to the fuel purchased. The price charged for additives, conditioners or treatments shall not exceed the lowest price charged to other purchasers and the prices are to be comparable to current market rates of other suppliers. At the customer's request, the contractor is to provide supporting documentation to validate price compliance.

5. ESTIMATED CONSUMPTION FOR 2006/07

- Diesel #2 - 30,000 gallons
- Bio Diesel (B-20) (ASTM 6751) - 70,000 gallons
- Unleaded - 34,000 gallons

6. PRODUCT SAMPLING AND PENALTY CLAUSE

The District reserves the right, whenever it chooses, to take test samples of any products that have been purchased. If the test results show that the products purchased do not meet the minimum specifications, a \$1,000 penalty fee may be assessed to the supplier by the District.

7. BASE BID  
You may bid Unleaded, Diesel, or Bio-Diesel fuel on this bid and each type of fuel may be awarded to separate vendors. It is recommended to supply prices on all fuel if you are able to supply all types of fuel. The District will give preference to awarding the contract to one supplier if it is deemed in the best interest of the district.
  
8. CANCELLATION OF CONTRACT  
Notwithstanding the contract period, the District, without notice, may terminate the Contract for failure to comply with the conditions stated herein.
  
9. IMPORTANT NOTE  
By signing and returning your BID PROPOSAL, it is understood that you understand the above conditions and that you agree to comply with all information listed in this document.
  
10. CONTRACT DATES  
The contract period is from September 1, 2006 to August 31, 2007 with four one-year renewal options. This contract may be renewed under the same terms and conditions of this contract for a period not to exceed one (1) additional year. This renewal option may be exercised four times after the original contract year for a total period not to exceed five (5) years.
  
11. ACCESS TO FUEL  
Card-lock access will be given preference over key-lock. The District desires the ability for reporting information based on fuel used such as miles per gallon. The Contractor will be responsible for providing the District with cards or keys (depending on the system available) and maintaining these records. Upon the District's request, the Contractor will provide the District a list of all card/key holders within one business day.
  
12. BULK TANK, KEEP-FULL  
The Keep-Full service is intended to refuel those tanks that cannot accommodate a full truck & trailer load in accordance with industry standard best practices. With the Keep-Full service, the contractor is to guarantee that that storage tanks always retain sufficient inventory to satisfy the customer's needs and never go dry.

END OF SECTION VI

**SPECIFICATIONS (section VII)**

1. **PRODUCTS**

All fuel supplied must meet or exceed the most current ASTM specifications relevant to the fuel type ordered. The District reserves the right to test fuel samples to verify specification compliance and failure to supply fuel that meets the minimum specifications may result in contract termination.

- A. "Unleaded Gasoline" - Minimum octane rating of 87.0 (R + M - 2).
- B. Automotive Diesel, #2 - Minimum octane rating of 45.0.
- C. B-20 Bio-Diesel (must be manufactured with soy or mustard/canola methyl ester and conform to ASTM 6751 specifications)

These products shall be suitable for use as motor fuel with no additives other than those added at the refinery. Motor fuel products shall not be blended with any other products designed to be used as a gasoline extender or octane improver.

If bidding other than those products specified above, they should be bid as an alternate and descriptive information/literature should be supplied with your bid (Example: Gasohol). However, the District reserves the right to determine if it will accept the alternate(s).

**BIODIESEL SPECIFICATIONS**

**B#2 QUALITY**

Besides adhering to government and industry quality standards, the B#2 must at a minimum:

- a) Be consistent in manufacture (one manufacture utilizing one feedstock)
- b) Be free of contamination resulting in bacteria or condensation.  
If bacteria are present, the biodiesel the appropriate treatment shall be applied at the contractor's expense.
- c) Be virgin from a single feed stock.
- d) Meet or exceed ASTM-D-6751-03a Grade S15 specification

**BIODIESEL B#2 BLENDING & HANDLING**

Unless otherwise specified, the blending and handling of biodiesel must conform to the most current BioDiesel Handling and Use Guidelines as defined by the U.S. Department of Energy (currently 2004 <http://www.eere.energy.gov/biomass/pdfs/36182.pdf> ).

- a) The hauler shall blend the B100#2 with petroleum diesel as specified by the customer.
- b) The hauler is to load the biodiesel in accordance with industry standards.
- c) All B100#2 transfers shall be metered into the haulers truck compartments.
- d) Each compartment in the haulers vehicle shall be loaded with the correct percentage of biodiesel corresponding to the blend ordered. If for example a B-20#2 blend was ordered,

each compartment shall contain 20% by volume of biodiesel. Likewise, if a B-5#2 blend was ordered, each compartment shall contain 5% by volume of biodiesel.

- e) After the biodiesel is loaded into the haulers truck, the tanks are then to be filled with petroleum diesel so as to achieve the requested biodiesel blend ratio and to achieve proper mixing.
- f) Unless the customer specifies otherwise(in writing) BioDiesel is to be metered (and not measured by weight)

**BIODIESEL B#2 PRODUCT AGE**

Biodiesel in its pure form (B-100) is known to degrade due to age. The District seeks to obtain as fresh a product as practical but in no case shall the product be older than four months from the date of manufacture.

2. PUMPS

- A. Unleaded - There must be adequate space to accommodate at least two 40 foot buses.
- B. Diesel and Bio-Diesel - There must be adequate space to accommodate at least two 40 foot buses, for a combined total of not less than four pumps.

3. CAPACITY

- A. Unleaded - Contractor must have 2,000 gallon daily capacity.
- B. Diesel and Bio-Diesel - Contractor must have 10,000 gallon daily capacity.
- C. Card-Lock Bus Refuel Estimate - An average of 30 busses each day will be refueled at the Contractor's facility.

4. LOCATION

The proposed refueling site must be within three road miles of the District office (19307 East Cataldo, Spokane Valley, WA) and south of the Spokane River to be considered in this bid for the Card-Lock portion of this bid.

END OF SECTION VII

**SUPPLEMENTARY CONDITIONS (section VIII)**

1. **PRODUCT SAMPLING AND CORRECTIVE ACTION**

The District reserves the right to take test samples of any of the suppliers products in this bid directly from the pump.

2. **CANCELLATION OF CONTRACT**

Notwithstanding the Contract period, the District, may terminate the Contract without notice for failure to comply with the conditions stated herein.

3. **CONTRACTOR QUALIFICATIONS**

Successful bidders:

- Must be an authorized supplier of the fuel to be delivered with facilities, personnel, equipment, certifications and or approvals as required to successfully perform and comply with all contractual requirements in the state of Washington.
- Are required to comply with the rules, regulations and laws relative to the fuel to be supplied and the services to be performed.
- Shall have the capability of fulfilling contract deliveries and terms within 15 business days of contract award date.
- May be required to provide copies of their fuel supply contracts or letter from their suppliers (on supplier's letterhead) showing they have sufficient sources and volumes of fuel available to satisfactorily perform in accordance to contract terms and conditions.

4. **FUEL DELIVERY SERVICES**

**BULK DELIVERY SERVICES**

**a) Routine Deliveries**

Unless otherwise indicated, Bulk Deliveries are to be scheduled during normal working hours and the contractor is to guarantee order fulfillment of not more than 2-calendar days after receipt of an order.

**b) Bulk Delivery Additions**

The District currently does not have bulk fuel tanks. If bulk tanks are added, they may be anywhere within our district in Spokane County. It is anticipated that any fuel tanks added would be at the main district office at 19307 E Cataldo, Spokane Valley, WA, or at University Center, 10212 E 9<sup>th</sup> Avenue, Spokane Valley, WA. However, the district reserves the right to add tanks within the district.

5. DELIVERY REQUIREMENTS

**QUALITY STANDARDS**

Bulk deliveries will be initiated on an as needed basis which may include on-going regularly scheduled deliveries. The following shall apply to all deliveries:

- a) Deliveries are to be made in a professional manner and in accordance with industry standard best practices. The Contractor shall comply with all applicable laws, ordinances, permits, and not unreasonably encumber the premises with equipment, materials and personnel. Delivery sites are to be kept free of the accumulation of waste, spillage or other debris caused by the delivery and the unloading of the fuel.
- b) Tanks are to be filled in accordance with industry standard best practices and are not to be overfilled such that tank monitoring equipment malfunctions. The customer will be allowed to deduct any costs associated to resetting a tank's monitoring equipment from the invoice should an overfill cause the equipment to malfunction.
- c) The Contractor has the responsibility to verify delivery hours of each location placing orders. If the contractor arrives outside the scheduled delivery hours and is unable to or denied access to making the delivery, the customer shall incur no expense and the Contractor assumes all liabilities and responsibility for that attempted delivery.
- d) If the customer and the contractor arrange a mutually agreeable delivery date and time and the contractor is unable to fulfill the delivery because no customer representative was available (within ½ hour of the agreed upon time) the contractor may bill the customer the service fee and then reschedule the delivery.

**SAFETY STANDARDS**

The handling of the fuel shall comply with all applicable safety laws and standards of the State of Washington and standards established by the United States Department of Transportation, the United States Department of Labor's Occupational Safety and Health Act (OSHA), accepted industry practices, and City/County requirements.

**NEGLIGENCE**

The contractor assumes all liability and responsibilities for the handling and transportation of the fuel until it has been placed in the storage tank(s). The contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product and equipment. Any repair or clean up services shall be made at the contractor's expense and to the satisfaction of the District. If the contractor fails to comply with these requirements within a reasonable time, the customer may deem it expedient to repair damages and perform the necessary services at the expense of the contractor. Should the fuel be negligently unloaded into the wrong tank (i.e. diesel fuel into a gasoline storage tank), the contractor is responsible for the immediate removal, cleaning and replacement of both products, for any resulting damage, and the loss of revenue.

**SPILL RESPONSIBILITIES**

The contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. Therefore, the contractor shall take all measures as required by law to prevent fuel spills (which

includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event of a fuel spill, leak, or release, the contractor shall be responsible for the required notifications, containment, clean up, and disposal of the oil spilled and agrees to take the following actions:

- a) If warranted, evacuate and warn those persons that may be affected by the spill.
- b) Immediately contact the appropriate Emergency Response Agencies as required.
- c) Notify the appropriate customer representative of the spill.
- d) Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.

Should the contractor fail or refuse to take the appropriate and timely containment, clean up, disposal actions, the District may do so and the contractor shall reimburse the District for all expenses incurred including fines levied by appropriate agencies of federal or local governments. If there are no monies due, the remediation costs shall be the responsibility of the contractor or submitted as a claim to the bonding company.

#### **VOLUME VERIFICATION REQUIREMENTS**

To ensure that delivery volumes are accurately calculated the following shall apply:

- a) Dispensing meters are to be certified by the Washington State Department of Weights and Measures and delivery volumes shall not be temperature corrected.
- b) Deliverer is to perform and record before and after delivery stick level readings for each delivery.
- c) All invoices are to be accompanied with the appropriate volume delivery verification documentation including but not limited to a metered delivery ticket, bill of lading as well as a record of before and after delivery stick level readings.
- d) Following approval by the District Motor Pool Foremen and at the prompting of the Purchasing Manager, transport containers are to be sealed until the fuel is unloaded. For sealed container deliveries, if there is a significant difference (as determined by the customer) between the metered quantity and the reading obtained by sticking the tank, the customer will pay the metered quantity, provided that the customer representative verifies that the container was completely emptied.
- e) Should a customer representative be unavailable to sign the delivery receipt, stick level readings will serve as proof of delivery. In such cases, the driver is to note on the receipt that "no one available to sign" and sign the receipt themselves. Invoices and payments shall be for gross gallons delivered.

#### **ENVIRONMENTAL CONSIDERATIONS**

Contractors shall comply with all environmental regulations relevant to the contracted refueling service provided. Be advised that the Department of Ecology is currently drafting new Mobile Transfer rule which is slated to be complete in October 2006 and may impact this contract. Under consideration is to require:

- Haulers to equip delivery vehicles with spill response kits.

- Training requirement to Ecology's Facility Personnel Oil Handling and Certification levels. *This would be developed by the company and approved by Ecology as adequate.*
- Require delivering company to develop a comprehensive spill contingency plan.
- Require all personnel with oil transfer duties have radios and a secondary means of communication.

Because the new fuel transfer regulations may apply to all deliveries (and not just this contract) no price adjustments will be allowed and therefore bidders were instructed to adjust their prices accordingly.

## 5. SPECIAL TERMS AND CONDITIONS

### CONTRACTOR PERFORMANCE

- a) General Requirements: The District, in conjunction with contract users, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts.
- b) Liquidated Damages: Bidders are urged to give careful consideration to the District's requirements and to the manufacturer's production capabilities when establishing a delivery date(s). Liquidated damages will be assessed in the amount of actual damages incurred by the District as a result of Contractor's failure to perform herein.
- c) Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all fuel will be charged against the Contractor for all equipment, supplies, and labor necessary to correct and return our equipment to its normal operating condition.

### DELIVERY DEFAULT

In the event that the contractor fails to fulfill delivery terms the customer may purchase fuel from another supplier and the Contractor will be responsible for paying any additional acquisition costs. Habitual late or otherwise non-compliance to delivery terms shall be grounds for contract termination and recovery of damages. *Note: If the customer requires fuel that is not available at the rack and another hauler has access to this fuel, the customer may purchase the fuel from the non-contracted supplier and the contractor will not be liable for the difference in price.*

### PRICING AND ADJUSTMENTS

The District recognizes that fuel market fluctuations can impact the haulers B&O taxes as well as the cost of fuel needed to perform deliveries. Even so, the Not-to-Exceed service fee in combination with the OPIS fuel price multiplier allows bidders to protect profit margins irregardless of market fluctuations. Furthermore, because all fuel related taxes are to be charged to customers on a pass-through basis, any fuel related tax code adjustments will not impact the bidder's profit margin. The only tax adjustment that could potentially impact the contractor(s) profit margins is B&O (currently sale price x 0.0047). Therefore, in the event the B&O tax increases (or decreases) the contractors OPIS fuel price multiplier is to be adjusted relative to the adjustment to the B&O tax rate. No other price increases will be considered.

### INSURANCE REQUIREMENTS

General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Contractor shall furnish evidence in the

form of a Certificate of Insurance satisfactory to the state that insurance in the following kinds and minimum amounts has been secured within fifteen (15) calendar days of receipt of notice of award. Failure to provide proof of insurance, as required, shall result in contract cancellation.

Contractor agrees to assume full liability for all claims arising from this contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

a) Specific Requirements:

Employers Liability (Stop Gap): The Contractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state shall not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

**The limits of liability insurance for shall not be less than:**

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. MSC90 endorsement and CA 9948 endorsement including upset and overturn.
3. Workers' Compensation: Statutory requirements of the State of residency.
4. Employers Liability Stop Gap: \$1,000,000.
5. Umbrella \$4,000,000 over General Liability and Automobile to equal \$5,000,000 per occurrence limit.
6. Pollution Liability: \$5,000,000. Coverage to include loading and unloading of all petroleum products.

Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- b) Additional Provisions: Above insurance policies shall include the following provisions:

Additional Insured: Central Valley School District, #356 shall be named as an additional insured on all general liability, umbrella, excess, pollution and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the District twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

Identification: Policy (ies) and Certificates of Insurance shall reference the state's bid/contract number.

Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Purchasing Manager, by submitting a copy of the contract and evidence of insurance before contract commencement.

Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Pollution Coverage: Contractor shall obtain pollution legal liability coverage for the duration of the contract, including investigation and legal defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such coverage shall provide coverage for both on-site and off-site clean-up costs and cover gradual and sudden pollution.

END OF SECTION VIII

**BID PROPOSAL (section IX)**

Having carefully read and understood all sections of this Bid, I/we agree to provide all fuel as per specifications for the following price. The OPIS Price Multiplier will remain constant throughout the duration of the Contract. Do not include sales tax.  
**COMPLETE ALL ITEMS FOR THIS SECTION.**

<b>Example:</b>	OPIS Daily Contract Average (delivered on April 1)	x	Contractor's <b>BioDiesel</b> OPIS Price Multiplier	x	gallons	=	Fuel Price
	\$3.00	x	1.0100	x	1,000	=	<b>\$3,030</b>
	(OPIS Daily Contract Average for ULSD April 1)		(Contractors Diesel price multiplier)				

**COMPANY NAME**

Name of Company Responding \_\_\_\_\_

**CARD-LOCK or KEY-LOCK**

FUEL TYPE
EXAMPLE:
Contractor's OPIS Price Multiplier

Unleaded Price Multiplier	Diesel Price Multiplier	Bio-Diesel (B-20) Price Multiplier
.9911	1.0100	1.0200

**TANKER PUMPED FUEL DIRECTLY INTO VEHICLES  
(By Contractor)**

FUEL TYPE
Contractor's OPIS Price Multiplier

Unleaded Price Multiplier	Diesel Price Multiplier	Bio-Diesel (B-20) Price Multiplier

**BULK FUEL**

FUEL TYPE
Contractor's OPIS Price Multiplier

Unleaded Price Multiplier	Diesel Price Multiplier	Bio-Diesel (B-20) Price Multiplier

**ADDITIONAL INFORMATION**

**DISTANCE (FOR CARD-LOCK OR KEY-LOCK PUMPS)**

Distance from Central Valley S.D. #356 offices in tenths of a mile: \_\_\_\_\_

**LOCK TYPE (FOR CARD-LOCK OR KEY-LOCK PUMPS)**

Access type will be (circle one): Card-Lock / Key-Lock

**Continued on next page...**

...continued

**COMPANY NAME**

Name of Company Responding \_\_\_\_\_

**BRANDS (FOR ALL DELIVERY TYPES)**

Brand of Unleaded \_\_\_\_\_

Brand of Diesel \_\_\_\_\_

Brand of Bio-Diesel (B-20) \_\_\_\_\_

**ADDENDA**

Acknowledgement Receipt of Addenda Number...(if any)

(Check our website for addenda at [www.cvsd.org/purchasing/bids.htm](http://www.cvsd.org/purchasing/bids.htm) prior to submitting bid.)

Respectfully submitted,

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
WA ST. DEPT. OF REVENUE UBI NO.

\_\_\_\_\_  
WA ST. DEPT. OF L&I REGISTRATION NO.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME TITLE

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

**BIDDER:** Make and retain a copy of this document for your records.

RETURN IN A SEALED ENVELOPE NO LATER THAN:

**1:00 P.M., August 7, 2006**

VIA MAIL OR HAND DELIVERY TO THE FRONT DESK ONLY

TO: CENTRAL VALLEY SCHOOL DISTRICT NO. 356  
ATTN: DARREN KING, PURCHASING  
East 19307 Cataldo  
Spokane Valley, WA 99016

Mark Envelope: "FUEL: 2006/07, BID No. 353-06-05-B"

END OF SECTION IX