

Pittsburg State University

Request for Proposal (RFP)

RFP Number	001627
Date Issued	August 11 th , 2022
Closing Date	August 30th ; 2:00pm local time
Procurement Officer	Sean Burke; 620.235.4167; swburke@pittstate.edu
Item	Fuel & Lubrication
Agency & Location	Pittsburg State University (PSU) in Pittsburg Kansas
Scope	Pittsburg State University is seeking proposals for bulk fuel and lubrication services.
Period of Contract	One time award
Bid Submittal	Submit bid by e-mail to swburke@pittstate.edu

1. When communicating, always refer to the Request for Proposal number above.
2. In order to receive consideration for award, one copy of this "Request for Proposal," a properly completed and signed, must be returned to Pittsburg State University no later than the specified closing time. The University is not responsible for late bids.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Prompt payment discounts will not be considered in determining the low bid.
5. Prices quoted shall be less Federal Excise and State Sales taxes.
6. The PSU Director of Purchasing reserves the right to accept or reject any part of this proposal.
7. Bid results will not be given to individuals over the phone. Written bid results may be obtained by written request from the procurement officer.
8. Contractual Provisions Attachment DA-146a applies to all bids.
9. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et. Seq.
10. PSU reserves the right to award in the best interest of the university.

BID SUMMARY:

Vendor Name:	
Gasoline (No Alcohol) – Margin Mark Up	
Diesel – Margin Mark Up	
Conoco 5/30 Motor Oil (per case)	
Conoco 10/30 Motor Oil (per case)	
Conoco 5/30 Motor Oil (per 55 gallon drum)	
Conoco 10/30 Motor Oil (per 55 gallon drum)	

PSU Contact person: Kenneth Edwards - 620.235.4786 or kedwards@pittstate.edu.

Pittsburg State University

Pittsburg State University is seeking quotations for bulk fuel & lubrication services.

Period of Contract: Date of Award through June 30, 2023
(optional renewal for four (4)
additional one (1) year periods)

Guarantee: No Monetary Guarantee Required

Scope: This Contract shall cover the procurement of Unleaded and Diesel Fuel for Pittsburg State University, Physical Plant, Pittsburg, Kansas, during the contract period referenced above.

STATEMENT OF WORK

Pittsburg State University is accepting bids to establish a Price Agreement for Unleaded Gasoline and Diesel (Winter Mix).

Description: Unleaded Gasoline
Specification: 89 Octane Unleaded Gasoline (No Alcohol)
Alternate Specification: 87 Octane Unleaded Gasoline (No Alcohol)

Description: Off-Road Winter Mix Low Sulfur Diesel
Specification: B2 Bio-Diesel Blend shall be 69% Number 2 Low Sulfur Diesel, 29% Number 1 Low Sulfur Diesel, and 2% Bio-Diesel
Alternate Specification: Low Sulfur Diesel Blend shall be 69% Number 2 Low Sulfur Diesel and 29% Number 1 Low Sulfur Diesel . (Purchased only when B2 Low Sulfur Diesel is not available or the cost exceeds 10 Cents per gallon over the cost of the B2 Bid-Diesel).

Estimated Yearly Usage:

Physical Plant Lead Free Gasoline: 20,000 Gallons
Physical Plant Diesel Fuel (Winter Mix): 2,500 Gallons
Emergency Power Plant Diesel Fuel (Winter Mix): Due to the Central Power Plant being on INTERRUPTIBLE NATURAL GAS – this usage cannot be estimated!

*PSU reserves the right to award this contract in the best interest of the University.

NOTE: Successful bidder to provide price verification information for the fuel pulled for Pittsburg State University. The price verification shall be the 8:00am average rack price for the day fuel is pulled and will be included with the invoices for Pittsburg State University.

Pittsburg State University

Terms and Conditions:

1. Vendor will be required to deliver unleaded gasoline in quantities of 2,000 gallons or less. Diesel will be delivered in quantities of 500 gallons or less. The University does strive to consolidate fuel purchases so smaller deliveries are not required on a regular basis but there is no minimum order. Delivery of gasoline and diesel must be made within 48 hours of order.
2. Vendor will be required to fill generators located on campus. There are currently four that require diesel. They are located at Axe Library, the Kansas Technology Center, Kelce and Heckert Wells. Generators are generally filled once or twice per year with winter mix diesel.
3. Vendor will be required to provide a 500 gallon diesel tank to be located on campus at a place designated by the University.
4. This Price Agreement is established to cover purchases of the listed fuels and oils by Pittsburg State University during the Agreement Period of date of award, 2022 through June 30, 2023, with option to extend Price Agreement by mutual consent for four (4) additional one (1) year periods at the same terms and conditions but not beyond June 30, 2027.
5. This Price Agreement may be terminated under the following conditions:
 - A. By either party upon forty-five (45) days written notice prior to the expiration of the one (1) year term.
 - B. By the Procurement Officer at any time, upon thirty (30) days written notice.
6. Discounts shall be guaranteed for the Price Agreement Period. All Special Conditions or Exceptions must be clearly noted.
7. Purchase Orders will be issued throughout the Agreement Period for quantities and supplies as required. Payment will be made routinely upon receipt of two (2) copies of the vendors invoice to:

Pittsburg State University
Physical Plant
300 E. Lindburg
Pittsburg, KS 66762
8. Pittsburg State University is Tax Exempt by State of Kansas Statute #K.S.A. 79-3606C, Exemption Number KS6GJNF4N6, Federal Exempt #003-9999.
9. Any Price Agreement entered into shall be of the open-end type; the Vendor will deliver only such quantities as may be order by him.
10. Deliveries shall be F.O.B. Destination (PSU), Freight Prepaid and Allowed!
11. Deliveries shall be made within the time frame of one (1) day unless notified and acceptable by using department at time of order.

Pittsburg State University

EMERGENCY SPECIAL SERVICES NOTIFICATION:

During a Natural Gas curtailment or power outage the University may require emergency delivery of off-road diesel on a daily basis (maybe twice daily). The University has capacity to hold 29,500 gallons of diesel for heating purposes. Deliveries may be required on weekends and holidays as long as the natural gas curtailment or power outage continues. Delivery of emergency fuel will be a priority and must be made within 12 hours of order.

12. The Provisions found in Contractual Provisions Attachment (DA146a) which are incorporated by reference is attached and will be made a part of this contract.

Item Number	Description	Margin Mark-Up
#1	89 Octane Unleaded (NO ALCOHOL)	
#2	Off-Road Ultra Low Sulfur Diesel	

Item Number	Description	Cost per each
#1	Conoco 5/30 Motor Oil (per case)	
#2	Conoco 10/30 Motor Oil (per case)	
#3	Conoco 5/30 Motor Oil (per 55 gallon drum)	
#4	Conoco 10/30 Motor Oil (per 55 gallon drum)	

A copy of the completed bid tabulation sheet may be obtained by enclosing a check for \$3.00, payable to Pittsburg State University Purchasing Office, and a stamped, self-addressed, envelope. Copies of individual bids may be obtained under the State of Kansas Open Records Act by calling (620)235-4169.

I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of interest is one which a reasonable person would think would compromise the open competitive bid process.

Company Name: _____

Contact person: Kenneth Edwards - 620.235.4786 or kedwards@pittstate.edu.

Pittsburg State University

General Provisions/Signature

Tax Clearance Certification: Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR): <http://www.ksrevenue.org/taxclearance.html>

W9 Form: Vendors who are new to PSU should submit a copy of their W-9 with bid response. The form can be downloaded at www.irs.gov/pub/irs-pdf/fw9.pdf

DA-146a Contractual Provisions: The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

NEW MATERIALS, SUPPLIES, OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, and unused in any regard. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

COMPARABLE PRODUCTS: Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. **Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.**

ACCEPTANCE OR REJECTION: PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

PAYMENT: Payment will be made upon receipt of shipment by PSU.

FREIGHT COST INFORMATION: FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

- Legal Name of Person, Firm or Corporation:
- Payment Terms:
- Telephone Number:
- E-mail Address:

- **Signature:** _____
- **Date:** _____