

## INVITATION TO BID GASOLINE AND DIESEL FUEL

**BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER  
101 Orchard Lane, Alexandria, KY 41001**

**Submission Deadline:** **May 6, 2021 at 10:00 A.M. local time**  
Campbell County Board of Education  
101 Orchard Lane  
Alexandria, Kentucky 41001

**Purchasing Contact:** Tracey Jolly, Director of Finance  
Phone: 859-635-2173  
Fax: 859-448-2428  
Email: [Tracey.Jolly@campbell.kyschools.us](mailto:Tracey.Jolly@campbell.kyschools.us)  
\*Reference bid title in subject line of all emails.

The Board of Education of Campbell County, Kentucky (herein after called the Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms, conditions, instructions and specifications of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

### **BID DESCRIPTION:**

The Board of Education will receive sealed bids for gasoline and diesel fuels. The intent of this Invitation for Bid is to establish a twelve (12) month contract for the purchase of gasoline and diesel fuel for the Board of Education's Transportation Department with two renewal yearly options with mutual consent.

Copies of this solicitation and any issued Addenda may be obtained online or at the central office, at 101 Orchard Lane, Alexandria, Kentucky 41001, during normal business hours., Monday through Friday, or by contacting the purchasing contact indicated, prior to the time and date specified for proposal deadline.

Please read through the entire set of specifications before filling in any information. If you have questions relating to the required information or you need clarification of this specification, please contact:

**Director of Transportation: Kerry Hill**  
**(859) 635-2161**  
[Kerry.Hill@campbell.kyschools.us](mailto:Kerry.Hill@campbell.kyschools.us)

## TABLE OF CONTENTS

Instructions.....	pg. 3
Specifications.....	pg. 4
General Bid Instructions and Conditions.....	pg. 6

### **RESPONSE DOCUMENTS**

Proposal Response Cover Sheet .....	pg. 11
Certification of Compliance with Specifications (For Gasoline and Diesel Fuel).....	pg. 12
Conflict of Interest Statement.....	pg. 13
Prohibition against Conflicts of Interest, Gratuities, and Kickbacks.....	pg. 14
Pricing Bid Form.....	pg. 15

## INSTRUCTIONS

### 1. BID SUBMISSION

- a) Bids must be submitted in a sealed envelope or other sealed container, marked **“GASOLINE AND DIESEL FUEL BID”** in the bottom left hand corner and the name and address of the vendor in the upper left-hand corner.
- b) Upon submittal vendor shall include the following original documents in this order:
- Signed Proposal Response Cover Sheet
  - Signed Certification of Compliance with Specifications
  - Signed Conflict of Interest statement
  - Signed Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks Statement
  - Submit one (1) signed Pricing Bid Form
- c) **The submission deadline is Thursday, May 6, 2021 at 10:00 a.m. local time, none will be considered thereafter.**

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. We do not accept FAX proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of a courier service to deliver bids on time. The opening and reading of a bid does not constitute The Board of Education’s acceptance of the Contractor as a responsible and responsive Contractor.

- d) Bids must be delivered to:
- Tracey Jolly, Director of Finance  
Campbell County Board of Education  
101 Orchard Lane  
Alexandria, Kentucky 41001**

### 2. BID OPENING

- a) **Time of Opening:** Bids will be opened at **10:00 a.m., Thursday, May 6, 2021**, or as soon thereafter as the business of the board of education permits.
- b) **Location of Opening:** Bids will be opened and read at the Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky 41001.

## SPECIFICATIONS

**1. PERIOD OF CONTRACT:**

The contract shall be for the period **July 1, 2021 through June 30, 2022 with two 1-year renewal options with mutual parties' consent.**

**2. DELIVERY REQUIREMENTS:**

Service must be prompt and dependable. Deliveries shall only be made with the Board of Education's written authorization by issuance of an executed Purchase Order. All deliveries shall be guaranteed within twenty-four (24) hours of receipt of order or notification. All deliveries must be freight prepaid, FOB: destination.

The delivery driver will meter the product into tanks, sign and furnish a delivery ticket with the beginning and ending meter reading. Delivery tickets must be signed by the lot coordinators, shop foreman, director of transportation, or secretary at any and all delivery locations. Deliveries will be made in "gross gallons".

- Winning Bidder will provide tank monitoring system at vendor's expense.
- Bidder will provide Campbell County Schools with a 30-minute notification prior to driver delivery.
- Driver will put in additive when floating.
- All deliveries shall be guaranteed within twenty-four (24) hours of receipt of order or notification.

**3. QUANTITIES:**

The quantities listed herein cannot be guaranteed; however, the staff anticipates purchasing the minimum quantities listed. The quantities listed for each individual item will be ordered for quantities as needed. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

**NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT.  
ORDERS WILL BE PLACED AS NEEDED.**

**4. ESTIMATED QUANTITIES:**

The Campbell County Board of Education operates approximately 90 diesel vehicles and 50 gasoline vehicles. Please note this is an estimate usage from each location. The amount taken from each site could change as routes change.

Location	Tank Size	Approximate Fuel Used 2019
Campbell County Transportation Department 9721 Alexandria Pike Alexandria, Kentucky 41001	8,000-gallon diesel fuel tank	153,000 gallons
Campbell County Central Receiving Department 100 Orchard Lane Alexandria, Kentucky 41001	2,000-gallon gasoline tank	31,000gallons
<b>Total Estimated Yearly Usage</b>	<b>Gasoline Diesel</b>	<b>31,000 gallons 153,000 gallons</b>

5. **PRODUCT SPECIFICATIONS:**

5.1 **Unleaded Gasoline:**

Must have a minimum octane rating of 87; proof of octane must be shown; shall contain no more than 10% methanol, ethanol or any other alcohol; must conform to ASTM D4814 specifications and latest amendments.

5.2 **#2 Ultra Low Sulfur Diesel Fuel**

For highway and road use; winter mix shall be available November through February; .05% maximum sulfur content; .02% maximum ash content; conforms to ASTM D-975 and Federal Specification VV-F-800D; -10 degree Fahrenheit cold point; -10 degree Fahrenheit pour point; 140,000 or lower BTU/Gal (gross). Additives must be in accordance with ASTM standards.

6. **FUEL PRICE CALCULATION:**

The price per gallon paid by the Board of Education for diesel fuel and gasoline will be based on the unbranded average as published weekly by the posted terminal price document (defined below in paragraph 7), plus applicable taxes, plus a constant **fixed price differential indicated on the bid form.**

The fixed price differential shall include the cost of delivery, overhead, and profit above the posted terminal price. Prices shall be freight prepaid, F.O.B destination.

7. **POSTED TERMINAL PRICE:**

The vendor's cost of fuel from the refiner's depot, as shown on the posted terminal price document.

7.1. Bidder shall select and disclose a refiner's depot that will be used to supply fuel to the specified destinations.

7.2. Bidder should indicate in the space provided on the bid form, the first and last names, and telephone number(s), of the source refinery employee(s) who may verify fuel prices for a given day and the location of the selected source refinery.

7.3. Failure to supply the above requested information on the bid form may be grounds for bid disqualification, or cancellation of the purchase order without further cause.

7.4. Posted Terminal price documentation, verifying posted terminal price shall be furnished with all invoices. The unbranded average shall be used as the basis for invoicing purposes. Documentation shall be from the Oil Price Information Service (OPIS) and shall bear the OPIS logo and/or letterhead or shall be from the Data Transmission Network Corporation (DTNergy) Fast Rack.

8. **ADDITIONAL SERVICES:**

Included with delivery price; the successful bidder will install electronic tank monitors on Diesel Tanks that will be utilized to provide daily inventory and delivery reports. The data will be transmitted electronically to the Director and Assistant Director of Transportation as well as the Chief Mechanic or his designee(s).

## **GENERAL BID INSTRUCTIONS AND CONDITIONS**

**(PLEASE READ CAREFULLY)**

### **ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract. The Board can reject any bid for any reason.

### **ADDENDA**

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of The Board of Education. Any and all Addenda issued by The Board of Education will be mailed to all parties that have requested a copy of this Invitation to Bid. Copies of any issued Addenda may also be obtained by contacting the Purchasing contact noted on the cover of this Invitation to Bid. It is the responsibility of the Contractor to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than The Board of Education, the original document in The Board of Education's files takes precedence.

### **AWARDING OF CONTRACT(S)**

Contracts may be awarded to the lowest evaluated bidder, which in the judgment of the Board of Education, meets all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, or on a total basis; whichever is deemed to be in the best interest of the board of education by providing the best value to the Board of Education. The Board of Education reserves the right to award any bid entirely to one vendor or make multiple bid awards as it deems in its best interest.

### **BID DOCUMENTS**

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form". Any bids received after scheduled time of opening will be returned unopened to the bidder. Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. **We do not accept FAX proposals.** The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time. The opening and reading of a bid does not constitute The Board of Education's acceptance of the Contractor as a responsible and responsive Contractor.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form. All blanks and information requested are to be completed on the bid form in order to qualify your bid.

- (1) **Signatures:** Bids must be signed by an authorized official of the Contractor. Each signature represents bidding commitment upon the Contractor to provide the goods and/or services offered to the Campbell County Board of Education if the Contractor is determined to be the most responsive and responsible Contractor.
- (2) **No Response:** Businesses that fail to respond to Invitations to Bid or notices of availability on two (2) consecutive occasions of similar items shall be removed from the applicable vendor mailing list.

(3) **Corrections:** No penciled information will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are to be initialed.

(4) **Errors:** No Bid can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of vendors in making up their bids. Any bids received unsigned will be rejected.

Clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

(5) **Clarifications:** For any clarification relative to this Invitation to Bid, contact Kerry Hill, Campbell County Transportation Department, 9721 Alexandria Pike, Alexandria, Kentucky 41001, Telephone (859) 635-2161.

### **BILLING**

The following terms shall be made a part of all transactions where invoices are involved with The Board of Education. Invoices to The Board of Education shall include all applicable information including but not limited to, cost for labor, materials, quantities, delivery charges, equipment rental, trade discounts, totals, overhead, and profit in order that the intent of the invoice is very clear. All invoices must show the Board of Education's purchase order number, date of delivery, and name of location and list of items or service delivered by item name.

It is imperative that invoices be submitted to The Board of Education in a timely manner. Therefore, invoices shall be submitted to The Board of Education **upon delivery** of services have been performed, the products have been delivered, and/or items have been installed, unless special permission is granted by The Board of Education.

Invoices not submitted within this timeframe will be discounted 10% if received by 60 days after the services have been performed, the products have been delivered, and/or items have been installed. Invoices received after the 60 days will not be acknowledged at all by The Board of Education and will be forfeited by the Contractor, and the Contractor so agrees by accepting the work for The Board of Education.

### **EXCUSE FOR NON-PERFORMANCE**

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

### **FORMATION OF CONTRACT**

Contractor's signed bid and The Board of Education's written acceptance shall constitute a binding contract, according to the Terms and Conditions and Specifications set forth in this Invitation to Bid.

### **HOLD HARMLESS:**

Successful Contractor agrees to indemnify, defend, and hold harmless The Board of Education, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits demands, expenses, subrogation, attorney's fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded.

**INSURANCE REQUIREMENTS**

Successful contractor shall carry and maintain professional liability insurance in addition to insurance to protect itself from claims under Workman's Compensation Act, for claims for damages because of structural damage, or bodily injury, including death, to their employees or third parties, and for other liability normally covered by such insurance, and shall furnish evidence of such insurance to the Board of Education. In addition, successful contractor shall attempt to maintain continuous professional liability coverage for the project/services period, and for a period of two years following completion of the project/services, if such coverage is reasonably available at commercially affordable premiums. For this purpose of this Agreement, "reasonably available" and "commercially affordable", shall mean that more than half the contractors practicing in the State are able to obtain such coverage.

**K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

**MODEL PROCUREMENT REGULATIONS**

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

**NON-DISCRIMINATION**

During the performance of this Contract, the Seller agrees as follows:

- (1) The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- (2) The Seller shall in all solicitations and/or advertisements for employees, placed by or on behalf of the Seller, shall state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisement and employment practices it shall perform.

**Notice of Preference for Kentucky Residents**

A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies and providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

As used in this provision, "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and "Public agency" has the same meaning as in KRS 61.805.



Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

As used in this provision, a resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding: (a) is authorized to transact business in the Commonwealth; and (b) has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

The preference for resident bidders shall not be given if the preference conflicts with federal law.

#### **PAYMENT TERMS**

All payments will be made from original invoices only and require approval by the Campbell County Board of Education prior to disbursement. The Board meets regularly on the second Thursday of each month. **Net terms are 60 days from receipt of invoice, or a discount can be provided if payment is made 20 days from receipt of invoice.** Failure to accept these terms will affect a vendor's eligibility under this bid.

#### **PENALTIES**

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

#### **PERFORMANCE BOND**

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

#### **PRICES**

All prices quoted by the various bidders must be firm for a maximum period of **sixty (60) days** to allow bid acceptance by The Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are to be initialed. Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

## **RESULTS**

Tabulations will be made by the Finance Department and each qualified bidder will be mailed a formal tabulation after The Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call the Finance Department for a tabulation of the bids before the Board has taken official action.

## **SPECIFICATIONS**

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each vendor submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

## **TAXES**

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

## **TERMS OF THE OFFER**

The Board of Education's acceptance of Contractor's offer will be limited to the terms herein unless otherwise expressly agreed in writing by the Agency. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

## **TERMINATION:**

Either party may cancel this Agreement for any reason and without any liability therefore, upon giving the Contractor ***thirty (30) days prior written notice***. Such notice shall be sent to the last known address of the Contractor. The Board of Education may terminate this Agreement at any time for any reason with or without cause; however, in the event The Board of Education elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination.

**BID RESPONSE COVER SHEET**

**GASOLINE AND DIESEL FUEL**

**To:** Campbell County Board of Education  
101 Orchard Lane  
Alexandria, Kentucky 41001

**The undersigned, having carefully read and considered the Invitation to Bid to Gasoline and Diesel Fuel for The Campbell County Board of Education, does hereby offer to perform such services on behalf of The Board of Education, in the manner described and subject to the terms and conditions set forth in the attached bid.**

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

**Mark Appropriately:**

Doing business as: [ ] an individual [ ] a partnership [ ] a corporation [ ] a limited liability company, duly organized under the laws of the State of \_\_\_\_\_.

BY: \_\_\_\_\_  
(Signature of authorized representative) (Please Print or Type Name)

**OFFICIAL TITLE:** \_\_\_\_\_

**PRINCIPAL OFFICE INFORMATION:**

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

**Campbell County Board of Education  
101 Orchard Lane, Alexandria, Kentucky 41001**

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS FOR  
GASOLINE AND DIESEL FUEL**

**Certification of Compliance with Specifications:**

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies to the Campbell County Board of Education that all items and/or services included in the bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

**EXCEPTIONS:**

**NAME OF COMPANY** \_\_\_\_\_

**BY** \_\_\_\_\_  
(SIGNATURE)

**PLEASE PRINT OR TYPE NAME:**  
\_\_\_\_\_

**OFFICIAL TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_ |

## CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein:  
or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

**I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Campbell County Board of Education.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**References:   KRS 156.480  
                  OAG 80-32  
                  Model Procurement Code 45A.455**

**Campbell County Board of Education  
101 Orchard Lane, Alexandria, Kentucky 41001**

**“PROHIBITION AGAINST CONFLICTS OF INTEREST,  
GRATUITIES AND KICKBACKS”**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

**NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.**

**I, hereby, certify that I have read and understand the above  
“Prohibition against Conflicts of Interest, Gratuities and Kickbacks.”**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**PRICING BID FORM  
GASOLINE AND DIESEL FUEL**

**Instruction for Bidders:**

**Complete all requested information. Enter your offered fixed price differential for the products requested, per the specification listed herein, in the blank area below.** Such price shall be used by The Board of Education for contractor selection and shall be the price in the resulting agreement. Subject to any other total project limits set forth in this Agreement, Contractor shall be entitled to invoice The Board of Education at the prices set forth below.

A. **#2 Low Sulfur Diesel Fuel: Transport Load** \$ \_\_\_\_\_/per gallon |

B. **Gasoline: Transport Load** \$ \_\_\_\_\_/per gallon |

C. **Source Refinery Information**

**Location of Terminal** \_\_\_\_\_ |

**Contact Name:** \_\_\_\_\_ |

**Contact Number:** \_\_\_\_\_ |

D. **Additional extra charge for short loads** \_\_\_\_\_

E. **Extra charge for pumping fuel into tank** \_\_\_\_\_

F. **Please list any additional charges, as applicable:**

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

BY \_\_\_\_\_ OFFICIAL TITLE \_\_\_\_\_  
(SIGNATURE)

PLEASE PRINT NAME: \_\_\_\_\_ DATE \_\_\_\_\_