

**REQUEST FOR BIDS  
FURNISHING DIESEL FUEL AND UNLEADED GASOLINE**

**2023/2024 and 2024/2025 Operating School Years**

**KWRL TRANSPORTATION COOPERATIVE**

**I. CALL FOR BIDS**

Sealed bids will be received by the Woodland School District No. 404 ("District") on behalf of the Kalama-Woodland-Ridgefield-La Center Transportation Cooperative ("KWRL") for fueling services and fuel for the 2023-2024 and 2024-2025 school years. Bids will be received at the KWRL office at the address below until 1:00 p.m. on September 8, 2023.

**Deliver by U.S. mail or hand to:**

Kalama-Woodland-Ridgefield-La Center Transportation Cooperative  
Attention: Transportation Director  
Bid Enclosed: Furnishing Diesel Fuel and Unleaded Gasoline  
989 Frazier Lane  
Woodland, Washington 98674

The District intends to award one or more Contracts for provision of four types of Fuel Products as further described in the Bidding Documents:

1. Bulk delivery of Ultra-Low Sulphur Diesel #2 ("ULSD") to the KWRL site located at 989 Frazier Lane, Woodland, Washington 98674.
2. "Wet hose" ULSD for buses housed onsite at KWRL's "Paradise Point" facility located at 32519 Northwest 31st Avenue, La Center, Washington 98629.
3. Statewide "cardlock" service for ULSD.
4. Statewide "cardlock" service for unleaded gasoline.

Bids will be based on the Bidder's markup on the then-current Oil Price Information Service ("OPIS") publication of the daily contract average "rack price" for fuel, inclusive of *all costs attributable to Washington's "Cap and Invest Program" under Chapter 70A.65 RCW but exclusive of other fuel taxes (including the Washington State fuel tax)*. The District reserves the right to award a Contract to one Responsive and Responsible Bidder with the lowest aggregate Bid for all four Fuel Products, or to award separate Contracts for each Fuel Product to the Responsive and Responsible Bidder with the lowest Bid for each such product. The District reserves the right to reject any and all bids and issue a new solicitation. The District has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid(s) which, in its judgment, is in its own best interests. Only the Board of Directors has the authority to award a Contract to a successful Bidder.

Bids must comply with all aspects of the Bidding Documents, which consist of the Call for Bids; Fuel Bidding Specifications; Instructions to Bidders; Bid Form; and Special and General Conditions. The Bidding Documents are available for download free of charge at <https://www.kwrl.org/public-docs>.

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## II. FUEL BIDDING SPECIFICATIONS

1. The District intends to award one or more Contracts for provision of fuel to one or more successful Bidders (the “Vendor”), with deliveries under the Contract(s) to commence in September 2021. Only the Woodland School District Board of Directors has authority to award a contract to the successful Bidder(s).
2. The period of the Contract with the Vendor will be for two (2) years, commencing on September 8, 2023, and ending on August 31, 2025.
3. Bidders may submit Bids to supply one, multiple, or all of the Fuel Products described in paragraph 6, below. The District reserves the right to award a Contract to one Responsive and Responsible Bidder with the lowest aggregate Bid for all four Fuel Products, or to award separate Contracts for each Fuel Product to Responsive and Responsible Bidders with the lowest Bid for each such product.
4. Proposals will be based on the Bidder’s markup on the then-current Oil Price Information Service (“OPIS”) publication of the daily contract average “rack price” of fuel, inclusive of *all costs attributable to Washington’s “Cap and Invest Program” under Chapter 70A.65 RCW but exclusive of other fuel taxes (including the Washington State fuel tax).*
5. The procured fuels will be used as motor vehicle fuel for KWRL’s fleet, which includes 125 school buses and 8 passenger vehicles.
6. **Fuel Products Description:**
  - a. **Bulk delivery of Ultra-Low Sulphur Diesel #2 (“ULSD”) to the KWRL site located at 989 Frazier Lane, Woodland, Washington 98674.** The Bid must reflect an amount that the District will be charged per gallon above or below the Vancouver, Washington, average OPIS rate for ULSD at the time of delivery. This rate must remain constant until August 31, 2025.
  - b. **“Wet hose” ULSD for buses housed onsite at KWRL’s “Paradise Point” facility located at ADDRESS.** The Bid must reflect the amount the District will be charged per gallon to fuel all diesel-powered buses onsite at Paradise Point above or below the Vancouver, Washington, average OPIS rate for ULSD at the time of delivery. This rate must remain constant until August 31, 2025. The Vendor will be responsible to fuel in La Center on Tuesdays and Thursdays during specified periods, and deviation from that schedule must be approved in advance by KWRL administrators. A detailed report of fuel delivered must be provided after each delivery that indicates the amount of fuel provided to each bus.
  - c. **Statewide “cardlock” service for ULSD.** The Bid will reflect the amount the District will be charged per gallon above or below the Vancouver, Washington, average OPIS rate for ULSD at the commercial cardlocks in the region. This rate must remain constant until August 31, 2025. The Vendor will be required to have the ability to provide access cards that are secure and reduce the likelihood of employee theft. Each Bidder’s security system will be evaluated. The District reserves the right to not accept any bid that does

not meet an acceptable level of security. Each Bidder must demonstrate the ability to identify and report fuel usage by vehicle.

- d. **Statewide “cardlock” service for unleaded gasoline.** The Bid will reflect the amount the District will be charged per gallon above or below the Vancouver, Washington, average OPIS rate for unleaded gasoline (RON+MON/2, minimum 87 octane rating, preferably without ethanol) at the commercial cardlocks in the region. This rate must remain constant until August 31, 2025. The Vendor will be required to have the ability to provide access cards that are secure and reduce the likelihood of employee theft. Each Bidder’s security system will be evaluated. The District reserves the right to not accept any bid that does not meet an acceptable level of security. Each Bidder must demonstrate the ability to identify and report fuel usage by vehicle.
7. **Delivery and Tank Information:** The KWRL site located at 989 Frazier Lane, Woodland, Washington 98674, and normally operates Monday through Friday, 6:00 a.m. to 5:00 p.m., excluding District holidays. This location has the following fuel tanks:
  - a. **Diesel:** Tank size consists of two 12,000-gallon, above-ground tanks.
8. Wet hose and bulk delivery fuel must not include bio-fuel.
9. All fuel supplied must meet or exceed the most current ASTM specifications relevant to the fuel type ordered.
10. All bulk fuels supplied must meet or exceed all applicable state and federal government standards and specifications for motor fuel.
11. The Vendor will provide fuel free of impurities and contamination including, without limitation, water and organics. Whether or not a place of inspection is specified herein, all fuel supplied will be subject to inspection and tests at reasonable times by the District at the District’s expense.
12. For wet hose and bulk delivery of ULSD onsite at District facilities, the Vendor will comply with all federal, state, and local laws, regulations, and ordinances governing the delivery of bulk diesel to the District including, without limitation, the regulations of the Washington State Department of Ecology. The Vendor will supply appropriate clean-up equipment on the delivery truck and promptly clean up any spill caused in whole or in part by the Vendor or its personnel.
13. The District will follow the criteria in RCW 28A.335.190(5) and RCW 39.26.160(2) in determining whether a bidder is Responsible. A successful Bidder must have the ability, capacity, and skill to satisfy all stated requirements. The District reserves the right to reject a Bidder’s proposal based on unsatisfactory performance on prior contracts or services.
14. The District reserves the rights to reject any and all bids (as described further in the Bidding Instructions) and issue a new solicitation. The District further reserves the right to select a Vendor through the state bid or other cooperative bidding process if the District determines that the low Bid is not competitive or responsive.
15. Consumption figures are provided only for purposes of estimating the amount of fuel that may be purchased under this Contract. No contract will be entered into with any firm to furnish specific quantities of fuel.

16. Bidder warrants that it is qualified and possess adequate facilities to supply the proper product in the requested amounts for the purposes needed over and above that necessary for the other business of the Bidder, and that proper contracts and agreements have been made for the product supply covered in this Bid.
17. The District is exempt from federal motor vehicle tax, but must pay State of Washington motor vehicle tax, unless otherwise determined exempt. The Vendor will collect from the District and submit to the State of Washington all State motor vehicle fuel taxes applicable at the time of delivery.
18. Minimum order quantities are not permitted.

**END OF SECTION**

### III. INSTRUCTIONS TO BIDDERS

#### **A. DEFINITIONS**

1. "Addenda" are writings issued by the District prior to the execution of the Contract that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as the date or time of Bid receipt, may be issued in writing by fax, mail, email, or other delivery.
2. "Award" means the formal decision by the Woodland School District ("District") notifying a Responsible Bidder with the lowest Responsive Bid of the District's acceptance of the Bid and intent to enter into a Contract with the Bidder. An agreement is only formed upon execution of the Contract, and not simply by Award.
3. A "Bid" is a complete and properly signed proposal to provide the Fuel Products or designated portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
4. A "Bidder" is a person or entity who submits a Bid for a contract with the District for the Fuel Products or designated portion thereof described in the Bidding Documents.
5. The "Bidding Documents" include the Call for Bids, Fuel Bidding Specifications, Instructions to Bidders, Bid Form, Signature Page and Addenda Acknowledgement, and the Special and General Conditions, including any Addenda issued prior to receipt of Bids.
6. To be considered "Responsible" or meet "Responsibility" requirements, a Bidder must meet the criteria established in RCW 39.26.160(2) (as it exists at the time of advertisement for Bids). That statute requires that the District consider:
  - a. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
  - b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - c. Whether the Bidder can perform the contract within the time specified;
  - d. The quality of performance by the Bidder of previous contracts or services;
  - e. The previous and existing compliance by the Bidder with laws relating to the contract or services;
  - f. Whether, within the three-year period immediately preceding the date of the bid solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW; and

- g. Such other information as may be secured having a bearing on the decision to award the contract.
  - h. In addition, a Bidder must meet the following supplemental responsible bidder criteria applicable to this Project adopted by the District to the satisfaction of the District: as specified in Section I, below.
7. The term “day” as used in the Bidding Documents means a calendar day unless otherwise specifically defined.

## **B. BIDDER’S REPRESENTATIONS**

By making its Bid, each Bidder represents that:

1. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
2. **BASIS.** The Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, without exception.
3. **LICENSE REQUIREMENTS.** Bidders will be registered and will hold such permits and/or licenses as may be required by the laws and regulations of Washington State for the performance of the work specified in the Bidding Documents.

## **C. FORM AND STYLE OF BIDS**

1. **Form.** Bids (including any required attachments) will be submitted on forms identical to the Bid Form included with the Bidding Documents. Bids on different forms may be rejected. No oral, email, or telephonic responses or modifications will be considered to be Bids.
2. **Completion of Form.** All blanks on the Bid form will be filled in by typewriter or manually in ink.
3. **Initial Changes.** Any interlineation, alteration, or erasure must be initialed by an authorized representative of the Bidder.
4. **No Conditions.** The Bidder will make no conditions or stipulations on the Bid Form nor qualify its Bid in any other manner.
5. **Identity of Bidder.** The Bidder will include in the specified location on the Bid Form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (including the state of incorporation), or another described form of legal entity. The Bid will be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent will have a current power of attorney attached certifying the agent’s authority to bind the Bidder, and provide other information requested.
6. **Taxes.** The Bid will *exclude* from the sum Washington State sales tax and fuel taxes.

## **D. SUBMISSION OF BIDS**

1. **Procedure.** The Bid and any other documents required to be submitted with the Bid will be enclosed in a sealed, opaque envelope. The envelope will be addressed to the party specified in the Call for Bids and will be identified with the Bidder's name and address and, if applicable, the designated portion of the Fuel Products for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
2. **Deposit.** Bids will be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Call for Bids, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids may be opened, retained unopened, or returned (open or unopened), all at the discretion of the District.
3. **Responsibility.** The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. **Form.** Oral, fax, telephonic, email, electronic, or telegraphic Bids are invalid and will not be considered.

#### **E. MODIFICATION OR WITHDRAWAL OF BID**

1. **After Receipt Deadline.** A Bid may not be modified, withdrawn, or canceled by the Bidder during a forty-five (45) day period following the time and date designated for the receipt of Bids, and each Bidder so agrees by virtue of submitting its Bid.
2. **Before Receipt Deadline.** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice will be in writing over the signature of the Bidder or by telegram or fax; if by telegram or fax, written confirmation over the signature of the Bidder will be mailed and postmarked on or before the date and time set for receipt of Bids. The notice will be worded so as not to reveal the amount of the original Bid. Email notice will not be considered. It will be the Bidder's sole responsibility to verify that the notice has been received by the District in time to be withdrawn before the Bid opening.
3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

#### **F. NOTICE**

Notice or a request from a Bidder under these Instructions to Bidders must be in writing over the signature of the Bidder and delivered in person or by mail, express delivery, telegram, or fax. If the notice is by telegram or fax, written confirmation over the signature of the Bidder must be mailed and postmarked on or before the date and time set for the notice.

#### **G. CONSIDERATION OF BIDS**

1. **Opening of Bids.** Unless stated otherwise in the Call for Bids or any Addendum, the properly identified Bids received on time will be opened publicly September 8th at 1:30 PM at 989 Frazier Lane in Woodland Washington 98674 and will be read aloud. An abstract of the Bids, if any, will be made available to Bidders and other interested parties.

2. **Rejection of Bids.** The District will have the right, but not the obligation, to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by required material or data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.
3. **Acceptance of Bid (Award).** The District's Board of Directors ("Board") intends (but is not bound) to award a Contract to the lowest Responsible and Responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The District reserves the right to reject any and all bids and issue a new solicitation. The District has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid(s) which, in its judgment, is in its own best interests. Only the Board has the authority to award a Contract to a successful Bidder.

#### H. BID PROTEST PROCEDURES

1. **Request for Copies of Bids.** Within two (2) business days of the bid opening, the District will provide, if requested by a Bidder, copies of all the bids received in response to the Call for Bids. The District will allow at least two (2) business days after providing copies of the bids before executing a Contract. (Intermediate Saturdays, Sundays, and legal holidays are not counted.)
2. **Procedure.** A Bidder protesting for any reason the Bidding Documents; a bidding procedure; the District's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of Non-Responsibility; the rejection of a Bid; the award of the Contract; or any other aspect arising from or relating in any way to the bidding and award (or lack thereof), will cause a written protest to be filed with the District within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after either (a) the date upon which Bids are opened, or (b) when the District provides copies of the bids to those Bidders requesting bids, as described above. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest will include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest will be delivered to: Shannon Barnett, Transportation Director, Kalama-Woodland-Ridgefield-La Center Transportation Cooperative, 989 Frazier Lane, Woodland, Washington 98674.
3. **Consideration.** Upon receipt of the written protest, the District will consider the protest. The District may, within three (3) business days of the District's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the District, the Superintendent of the District or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the District's receipt of the protest. (If more than one (1) protest is filed, the District's decision will be provided within six (6) business days of the District's receipt of the last protest.) If no reply is received from the District during the six (6) business-day period, the protest will be deemed rejected.
4. **Waiver.** Failure to comply with these protest procedures will render a protest waived.



5. **Condition Precedent.** Timely and proper compliance with and exhaustion of these protest procedures will be a condition precedent to any otherwise permissible judicial consideration of a protest.

## I. RESPONSIBILITY

In considering a Bidder's Responsibility, a Bidder will be deemed to be unqualified to perform the Contract if conditions such as, but not limited to, the following appear:

1. The Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid.
  2. The Bidder does not have sufficient staff, equipment, or plant available to perform the Contract.
  3. The Bidder has a history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between the District and the Bidder, or other parties.
    - a. A determination of this nature will be made if the District, after review of the Bidder's previous work experience, determines that the Bidder's unsatisfactory performance has resulted predominantly from the Bidder's failure rather than a failure to perform by another party. The District will give the Bidder an opportunity to explain such nonperformance's before any final determination is reached.
    - a. A determination of failure to perform will be made if the District is satisfied, after review of the Bidder's prior experience, that the Bidder has failed to satisfy its obligations under past contracts, and the District cannot safely assume satisfactory performance of the Contract by the Bidder.
    - a. In reaching its determination, the District may consider statements of other parties to the prior unperformed contracts.
  4. **Request to Modify Criteria.** No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the District modify the Responsibility criteria listed above, or elsewhere in the Bidding Documents. The District will evaluate the information submitted by the potential Bidder and respond before the Bid date. If the evaluation results in a change of the criteria, the District will issue an Addendum identifying the new criteria.
- J. **BIDDING MISTAKES:** The District will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the Bid opening.

## K. FORM OF CONTRACT

1. **Form to be Used:** The agreement for the work will be written on the form(s) contained in the Bidding Documents, including any Special and General Conditions.
2. **Conflicts:** In case of conflict between the provisions of these Instructions to Bidders and any other Bidding Document, these Instructions will govern. In case of conflict between the

provisions of the Bidding Documents and the Special and General Conditions, the Special and General Conditions will govern.

**END OF SECTION**

**IV. BID FORM**

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number of Bidder: \_\_\_\_\_

Unified Business Identifier (UBI): \_\_\_\_\_

The Bidder is (*check one and complete the associated blank*):

\_\_\_\_ a corporation organized and existing under the laws of the state of \_\_\_\_ and licensed to do business in the State of Washington.

\_\_\_\_ a partnership organized and existing under the laws of the state of \_\_\_\_ consisting of the following partners \_\_\_\_\_

\_\_\_\_ a joint venture organized and existing under the laws of the state of \_\_\_\_ consisting of the following joint venturers: \_\_\_\_\_

\_\_\_\_ a sole proprietor.

**OPIS Pricing Structure:** The amount you are bidding (bid margin) is the difference between the then-current OPIS publication of the daily contract average “rack price” of fuel and your invoiced amount. The calculation solution to that equation is the selling price to the District, inclusive of all costs attributable to Washington’s “Cap and Invest Program” under Chapter 70A.65 RCW but exclusive of applicable Washington State sales tax, using Vancouver, Washington, as the reference city. The Bid margin must include all freight costs, gross profit, and any and all other charges assessed, needed, or required by the Bidder on customer purchases unless noted below.

<b>Fuel Product 1: Bulk delivery of Ultra-Low Sulphur Diesel #2 (“ULSD”) to the KWRL site located at 989 Frazier Lane, Woodland, Washington 98674.</b>
An amount of \$_____ will be (check one):
<input type="checkbox"/> added to <input type="checkbox"/> subtracted from <input type="checkbox"/> multiplied by the OPIS published rack price, inclusive of <i>all costs attributable to Washington’s “Cap and Invest Program” under Chapter 70A.65 RCW but exclusive of other fuel taxes (including the Washington State fuel tax).</i>
Brand: _____
<b>Fuel Product 2: “Wet hose” ULSD for buses housed onsite at KWRL’s “Paradise Point” facility located at 32519 NW 31<sup>st</sup> Avenue in La Center, Washington.</b>
An amount of \$_____ will be (check one):
<input type="checkbox"/> added to <input type="checkbox"/> subtracted from <input type="checkbox"/> multiplied by the OPIS published rack price, inclusive of <i>all costs attributable to Washington’s “Cap and Invest Program” under Chapter 70A.65 RCW but exclusive of other fuel taxes (including the Washington State fuel tax).</i>
Brand: _____

<b>Fuel Product 3: Statewide "cardlock" service for ULSD.</b>
An amount of \$_____ will be (check one):
<input type="checkbox"/> added to <input type="checkbox"/> subtracted from <input type="checkbox"/> multiplied by the OPIS published rack price, inclusive of <i>all costs attributable to Washington's "Cap and Invest Program" under Chapter 70A.65 RCW but exclusive of other fuel taxes (including the Washington State fuel tax).</i>
Brand: _____
<b>Fuel Product 4: Statewide "cardlock" service for unleaded gasoline.</b>
An amount of \$_____ will be (check one):
<input type="checkbox"/> added to <input type="checkbox"/> subtracted from <input type="checkbox"/> multiplied by the OPIS published rack price, inclusive of <i>all costs attributable to Washington's "Cap and Invest Program" under Chapter 70A.65 RCW but exclusive of other fuel taxes (including the Washington State fuel tax).</i>
Brand: _____

The undersigned Bidder acknowledges receipt of and familiarization with the Bidding Documents and the following Addenda.

Acknowledge Addenda \_\_\_\_\_ through \_\_\_\_\_ (if none, write "N/A").

Pursuant to and in compliance with the Call for Bids, the undersigned hereby offers to furnish and deliver the enumerated Fuel Products at the prices quoted herein.

COMPANY: \_\_\_\_\_

(Legal name of person, corporation bidding, or other legal entity bidding)

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Provide the name and phone number of contact person who will manage the coordination between the District and the Bidder:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

**END OF SECTION**

**V. SPECIAL AND GENERAL CONDITIONS**

The Special and General Conditions are as listed on the attached Agreement for Fuel Services.

**Advertised by way of “The Columbian” legal notices published Friday, August 18, 2023.**