



Fuel Contract Gasoline and Diesel

Contact Information:

Gordon County
Attn: Purchasing Director
201 North Wall Street
Calhoun, Georgia 30701

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1.0 Overview

The Gordon County Board of Commissioners will be accepting sealed written Bids from qualified vendors to furnish and deliver gasoline and diesel fuel.

1.1 Submission

If you choose to submit a Bid for this service and products, the County requires the vendor submit one (1) sealed original printed bid/proposal (faxes not accepted). Your sealed bid/proposal must be marked, "**Fuel Contract**" and delivered to the Gordon County Administration Building at 201 N. Wall Street, Calhoun, Georgia 30701 **no later than 2:00 p.m. on September 27, 2017**. The receiving time at the Gordon County Administration Building 201 N. Wall Street – Calhoun, GA 30701 will be the governing time for acceptability of the bid. The bid response shall be in the form defined in **5.0 Proposal Response Requirements**.

Any response received after the deadline date and time shall be returned unopened. Incomplete responses may not be considered if the omissions are determined to be significant. All Bids will be publicly opened and bid cost read at that time and place. You are invited to attend the opening. The submitted bid costs will be posted online at www.gordoncounty.org the day after the bid opening.

The Gordon County Board of Commissioners reserves the right to accept, or reject, any and all Bids received and/or disregard informalities in the Bids received. If additional information is needed, contact Martin Vaughn, Gordon County Purchasing Director mvaughn@gordoncounty.org

1.2 Communication with Gordon County

All Communications regarding this Bid should be communicated through Gordon County Purchasing. Telephone inquiries will not be accepted. Any questions regarding this Bid should be submitted to Martin Vaughn via e-mail – mvaughn@gordoncounty.org. Your inquiry must contain "Fuel Contract", your company name and telephone number. Information obtained from any other source is not official and should not be relied upon.

1.3 Award

While the County is entertaining a Bid, it will not be bound to award the Bid.

The County may contact and evaluate the vendor's and any subcontractor's references; contact any vendor to clarify response; contact any current or past users of a vendors or subcontractors services.

The County will not be obligated to accept the lowest offer but will make an award in the best interest of the County after all factors have been evaluated.

The County will be the sole judge of the successful offer. The County reserves the right to negotiate with any and all vendors. Vendors are advised that it is possible that an award may be made without discussion or any contact concerning the Bid received. Accordingly, Bids should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

1.4 Payment Terms

THE COUNTY SHALL: Pay the contractor in payments with terms of NET 30 unless cash discounts are offered for early payment. All payments other than credit card payments are in the form of a mailed check. The county will pay contractor within 10 days if contractor accepts American Express as payment and does not impose fees or misc. charges for accepting American Express.

1.5 Local Bidder Privilege

The County has within the purchasing policies a Local Bidder Privilege as defined below:

Because bids awarded to “local” vendors contribute to the Gordon County tax base and promote the local economy, the Gordon County Board of Commissioners has determined that, under certain circumstances, such “local” vendors shall be provided an additional privilege when bidding against non-local vendors.

If a “local” vendor’s bid shall meet all specifications and is not more than four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding “local” vendor shall be given one (1) business day from the opening of such bids in which to notify the Purchasing Director that it agrees to match the low bid submitted by any non-local vendor. If such “local” vendor shall not agree to match the low bid, then the next lowest “local” vendor, if any within this specified category, shall be given one (1) business day there from to notify the Purchasing Director that it agrees to match the low bid submitted by any non-local vendor, and so on until all “local” vendors who fall within the specified category have had an opportunity to match the low bid.

This privilege or preference shall not apply to road construction or public works projects otherwise governed by Georgia Law or to the purchase of any other goods and/or services, for which such preference is prohibited by Georgia Law.

A “local” vendor for purposes of this section shall be defined as a vendor maintaining a physical presence within Gordon County, including, but not limited to the maintenance of one (1) or more offices within Gordon County with continuous employment of not fewer than two (2) persons at such office(s) for more than six (6) months prior to the submission of such bid. The mere maintenance of a post office box within Gordon County shall not qualify a vendor as “local” for purposes of this policy.

2.0 Tentative Calendar of Events

Bid Posted:	August 25, 2017,
Question Deadline	September 21, 2017 at 4 p.m.
Bid Submittal Deadline Gordon County Admin Building – 201 N Wall St. – Calhoun, GA 30701	September 27, 2017 at 2PM
Evaluation	September 27 thru Oct. 16, 2017
Possible Board action on the bid	October 17, 2017
Possible Notice of Award	October 18, 2017

3.0 Scope of Work

The vendor will furnish and deliver gasoline and diesel fuel to the Gordon County Public Works Department fuel station.

Unleaded Regular Gasoline (minimum 87octane) up to10% Ethanol estimated annual usage **160,000 gallons**. Product shall meet the EPA guidelines for Gordon County GA

Ultra Low Sulfur Diesel for highway use NO bio-diesel accepted – estimated annual usage of **85,000 gallons** Product shall meet the EPA guidelines for Gordon County GA

All loads will be delivered to the Gordon Public Works – Fuel Station

At 4011 SR Hwy 53 – Calhoun, GA 30701

Site has current Underground Storage Tank Registration Certificate

Each tank is 15,000 gallons – one for gasoline one for diesel

Vendor is to use OPIS contract average price on the date of delivery from the **Doraville Terminal** regardless of where the fuel is actually shipped from as basis for the price of fuel.

The vendor is to bid a per gallon markup price either a + or – amount to be added or subtracted from the OPIS average price from the **Doraville Terminal** on the date of the delivery.

All deliveries are FOB destination

Fuel Orders:

1. When the fuel order is placed, Gordon County will submit the fuel order to the Vendor via e-mail or phone and provide the following information to the vendor: Date delivery is requested for; location that fuel is to be delivered to; number of gallons needed (a load will normally be no less than 7,200 gallons); our purchase order number
2. The Vendor should send confirmation of the order and delivery schedule to Gordon County Public Works via e-mail. Deliveries are expected within a 24-hour time frame.
3. As soon after the delivery as possible, we ask that the Vendor provide the following:

Separate invoice for each delivery. Each invoice must indicate the type of fuel, quantity of gallons, unit price, taxes, other fees and the OPIS Average Price for the Doraville Terminal on the day of delivery.

This contract shall be an annual contract at the bid markup and will renew annually if neither party informs the other party of an intent to discontinue the contract.

The vendor shall give a 60 day notice to Gordon County Purchasing of an intent to alter markup.

4.0 General Vendor Info

Vendor is to provide references detailing a minimum of 3 similar contracts within the past 3 years.

Vendor is to review and be familiar with the enclosed proposal specifications. Failure to review the specifications will not relieve the successful vendor of an obligation to furnish all products, services and labor necessary to carry out the provisions of the contract.

The successful proposing Vendor shall not assign or transfer any interest in the contract or subcontract any part of the contract without prior written approval from the County

The signer of the Bid must declare that the Bid is in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal proponent.

All bidders must be recognized dealers in the materials, services or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Department that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

The bid may be split between gasoline and diesel fuel if it is in the best interest of the County.

5.0 Proposal Response Requirements

Company Name: _____

Authorized Bidder: _____ Date _____

The Bid response should be in the following order.

This sheet should be the **first page** of your response followed by each of the following.

Check off each of the following to insure your response is complete.

____ Completed Bid Summary Sheet

____ Any information that the company deems makes it uniquely qualified

____ **References (3) from customers purchasing similar products from you within the last 3 years. Include Description of Product, Contact Name, Company Name and Address and Current Phone number of customer.**

____ Completed Acceptance of Terms of this Agreement Sheet.

____ Completed Non-Collusion Affidavit

____ Any other information deemed necessary

6.0 Bid Summary Sheet

Quote your cents per gallon mark-up + or - to be added or subtracted from the OPIS Average Daily Price from Doraville Terminal INCLUDING freight and profit charges. Do NOT include GUST and applicable taxes.

\$ _____ Unleaded Regular Gasoline (minimum 87 octane) up to 10% Ethanol estimated 7,200 to 8,500 gallon deliveries.

\$ _____ Ultra Low Sulfur Diesel for on highway use NO bio-diesel – estimated 7,500 gallon deliveries.

\$ _____ Unleaded Regular Gasoline (minimum 87 octane) up to 10% Ethanol estimated 400 to 7,000 gallon deliveries.

\$ _____ Ultra Low Sulfur Diesel for on highway use NO bio-diesel – estimated 400 to 6,000 deliveries.

Company Name: _____

Authorized Bidder: _____ Date _____

7.0 Terms and Conditions

The successful vendor shall submit the following items within ten calendar days of written notification from the county of the proposal award:

- Proof the Vendor is an authorized corporation and is authorized to do business in the State of Georgia.
- Written certification that the Vendor operates a drug-free workplace in accordance with O.C.G.A. 50-24-1 through 50-24-6 (form provided by county).
- Workman's Compensation Insurance documentation of at least \$1,000,000
- Liability Insurance documentation of at least \$1,000,000
- There are no expressed or implied obligations for Gordon County to reimburse responding companies for any expenses incurred in preparing proposals in response to this bid.
- The county reserves the right to request clarifications regarding information submitted as well as request additional information from one or more parties submitting qualifications.
- By submitting qualifications, a party certifies that it has fully read and understood this bid, has reviewed the attached documents (if any), and has full knowledge of the nature, scope, quantity and quality of the work to be performed; the requirements of the products and services to be provided and the conditions under which the services are to be performed. Failure to do so will not relieve the successful proposing company of their obligation to enter into a contract and to completely perform the contract in strict accordance with this bid.
- No proposals may be withdrawn or revoked for a period of 60 days after date of opening.
- Ownership of all data, materials, and documentation prepared for and submitted in response to this bid shall belong exclusively to Gordon County and will be considered a public record and subject to public inspection in accordance with the Georgia Open Record Act, O.C.G.A. 50-18-70 et. seq. unless otherwise provided by law.
- The Gordon County Board of Commissioners reserves the right to reject any or all proposals, call for new proposals, to waive any informalities in a proposals, and to select the qualified parties. The Gordon County Board of Commissioners reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Gordon County.
- This bid shall be governed in all respects by the laws of the State of Georgia and the successful proposing parties shall comply with all applicable federal, state, and local laws and regulations.
- By submitting their qualifications, all proposing parties certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other person or party in connection with their proposals, and that they have not conferred on any Gordon County employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of value of more than nominal value, present or promise, unless consideration of substantially equal or greater value was exchanged.

- The proposing parties specifically certify in submitting their proposals that they are not in violation of O.C.G.A. 16-10-2 and 16-10-22 for acts of bribery, and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.
- By submitting their qualifications, all proposing companies certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the State of Georgia and/or the federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the federal government.

8.0 Forms

8.1 Acceptance of Terms of this Agreement

Name of Proposer: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Authorized Signature _____ Title: _____

Name Printed: _____ Date: _____

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

8.2 Non-Collusion Affidavit of Prime Proposer

STATE OF _____ COUNTY OF _____

I _____, being first duly sworn, depose and say that;

He is _____ of _____, the proposer that has submitted the attached proposal;

He or she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal; Such proposal is genuine and is not a collusive or sham proposal; Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Gordon County Board of Commissioners or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20__.

NOTARY PUBLIC: _____

Commission Expires: _____