



## **Replacement of Existing Fuel System and Controls**

### Contact Information:

Gordon County  
Attn: Purchasing Manager  
201 North Wall Street  
Calhoun, Georgia 30701  
(706) 879-2198  
cvandyke@gordoncounty.org

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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 install fuel dispensing, fuel control systems and controller and tank monitoring and testing systems replacing existing equipment.

### **1.1 Submission**

If you choose to submit a Bid for this service and products, the County requires the vendor to submit one (1) sealed original printed bid/proposal (faxes not accepted) and one (1) electronic copy of the bid/proposal. Your sealed bid/proposal must be marked, "Fuel System Replacement" and delivered to the Gordon County Administration Building at 201 N. Wall Street, Calhoun, Georgia 30701 **no later than 2:00 p.m. on August 10, 2022.** 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 costs 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](http://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 Charmon VanDyke, Gordon County Purchasing Manager [cvandyke@gordoncounty.org](mailto:cvandyke@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 Charmon VanDyke via email – [cvandyke@gordoncounty.org](mailto:cvandyke@gordoncounty.org). Your inquiry must contain "Fuel System Replacement", your company name, address, and telephone number. Information obtained from any other source is not official and should not be relied upon.

### **1.3 Award**

While the County entertains 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 60 unless cash discounts are offered for early payment.

### **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 Manager 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 Manager 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  | July 20, 2022             |
| Bid Submittal Deadline<br>Gordon County Admin Building – 201 N Wall St. – Calhoun, GA 30701 | August 10, 2022 at 2 p.m. |
| Evaluation  | August 14, 2022           |
| Possible Vendor notification of award   | August 21, 2022           |

### 3.0 Scope of Work

Specs: (1) unleaded (1) diesel tank both 15,000 gallons

The vendor will remove the existing OPW Sentinel tank monitor system and probes. Furnish and install a new Veeder Root system and probes.

- Install new Veeder Root System
- Remove and install probes & interstice sensors, reusing the existing conduit and wiring.
- Startup, test, and place new Veeder Root in service.
- Clean up any debris from work performed.
- Provide training on new fuel control systems.

Specify warranty on all hardware and software

Minimum of 2 sets of manuals on each component and software

#### 4.0 General Vendor Info

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.



## 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
- \_\_\_ Completed List of Deviations Sheet
- \_\_\_ Installation work plan and schedule Sheet
- \_\_\_ Any information that the company deems makes it uniquely qualified to perform this project.
- \_\_\_ List of any Sub Contractors
- \_\_\_ References (3) of similar installations Include Description of Project, Contact Name, Company Name and Address and Current Phone number of contact
- \_\_\_ Completed Acceptance of Terms of this Agreement Sheet.
- \_\_\_ Completed Non-Collusion Affidavit
- \_\_\_ Dispenser Specifications
- \_\_\_ Fuel Control System Specifications
- \_\_\_ Fuel Site Controller Specifications
- \_\_\_ Fuel Management Software Specifications
- \_\_\_ Tank Monitor Specifications
- \_\_\_ Any other information deemed necessary

## 6.0 Bid Summary

Specified hardware, software, labor and misc items required to install the fully functioning fuel station on the existing site . \$ \_\_\_\_\_

Additional recommended equipment or value added options.

\$ \_\_\_\_\_

No fuel, transportation or other charges will be accepted accompanying this project

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

Authorized Bidder: \_\_\_\_\_ Date \_\_\_\_\_

## 7.0 List of Deviations

Deviations \_\_\_\_\_ (Y/N)

If yes, detail deviations:

## **8.0 Installation work plan and schedule sheet**

The vendor is to supply a tentative work plan and schedule. This shall contain minimum down time for fuel station operations

## 9.0 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.
  - Must obtain permits to install the generator and associated equipment.
  - Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) – E-Verify Form
  - 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
  - Proof of a licensed electrical contractor – State of Georgia will perform or directly supervise necessary electrical work.
- 
- 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 the 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 proposal, 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.

## 10.0 Forms

### **10.1 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.

**10.2 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: \_\_\_\_\_