



BUTTS COUNTY BOARD OF COMMISSIONERS

REQUEST FOR BID

Annual Contract for Fuel

Bid Number 22-06

**Butts County Board of Commissioners
625 West Third Street
Suite 4
Jackson, Georgia 30233**

Greetings,

Butts County Board of Commissioners is soliciting competitive sealed bids from qualified vendors to supply fuel, as indicated herewith, for the period from August 1, 2022, to July 31, 2023.

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with the Bid# and Company Name. Bids will be received until 3:00 p.m. local time June 7, 2022, at the Butts County Administration Office - Purchasing – Suite 4, 625 West Third Street, Jackson, Georgia 30233. Any bid received after this date and time will not be accepted and will be returned unopened. Bids will be publicly opened and read at 3:00 P.M on June 7, 2022.

Questions regarding bids should be directed to Tina Lunsford, Purchasing & Procurement Specialist, at tlunsford@buttscounty.org no later than May 24, 2022. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum. Deadline for first addendum, if required, posted on the Butts County website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications> on May 27, 2022, by 12:00 pm. The posting of additional addenda may be required, and it is the responsibility of the bidder to ensure that they review the County's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Bidders should not expect to be individually notified by Butts County.

Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate. Successful contractor will be required to meet insurance requirements.

The written bid documents supersede any verbal or written prior communications between the parties. Award will be made to the contractor submitting the lowest responsive and responsible bid. Butts County reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Butts County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Thank you for your interest in Butts County!

Schedule of Events

Non-Mandatory pre-bid meeting	625 W. Third Street Suite 4 Jackson, Georgia 30233	May 17, 2022 10:00 am
Questions submittal deadline	Direct all questions to: tlunsford@buttscounty.org	May 24, 2022 3:00 pm
First Addendum deadline	Posted on county website: https://buttscountyga.com/requests-for-bids-proposals-or-qualifications	May 27, 2022 12:00pm
Bid Delivery	<u>Mail to:</u> Butts County BOC 625 West Third Street Suite 4- Purchasing Jackson, Georgia 30233 Attn: Tina Lunsford	June 7, 2022 3:00 pm

SECTION I - GENERAL OVERVIEW

A. PURPOSE

The intent of this invitation is to obtain competitive sealed bids from qualified vendors to supply fuel from August 1, 2022, to July 31, 2023. The Contractor shall furnish all labor, materials, equipment, and services required to fulfill the terms and conditions of this bid.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Bids Submission

- a. These instructions will bind bidders to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual bid. These instructions are to be considered an integral part of the bid.
- b. Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any bid received at the office designated in this document after the exact time and date specified, will not be considered, and returned unopened to the bidder.
- c. At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.
- d. The bid must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:
**Butts County Board of Commissioners
Purchasing Department, Suite 4
625 West Third Street
Jackson, GA 30233
Bid # 22-06 Annual Fuel Contract**
- e. The Submittal Checklist must be reviewed, and the bidder is to comply with the order of the submittal of documents and is to be included with the bid.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked "Original," of the bid documents,**
 - **Two (2) bound copies identical to the original bid documents,**
 - **One (1) digital copy in PDF format on a USB flash drive identical to the original bid documents. The USB flash drive should be labeled with the Bid number and bidder's name.**
- g. All bids must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the bid.
- h. If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.
- i. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way

relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions, and requirements of the bid.

- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on the Bidder Information Form of the bid documents and a completed W9 form to be submitted with the bid.
- k. The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form is in accordance with the conditions, terms, and specifications of the bid and that any exception taken thereto may disqualify the bid.
- l. Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Bids

- a. Unit price must be shown on the Bid Cost Submittal Form in this document if indicated. All bids should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.
- b. All product, equipment, article, or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- c. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Bidder's request and expense if items are not destroyed by testing.
- d. Full identification of each item including brand name, model, catalog number, etc., must be furnished to identify exactly what the Bidder is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. If any equivalent version is proposed, prospective Bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. Final determination of equivalency will be determined by Butts County.
- e. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

3. Clarification and Communication to County Concerning Bid

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. It is the ultimate responsibility of the Bidder to ensure that they have all

applicable addenda prior to the bid submission. Therefore, we encourage all Bidders to frequently review the County's website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications> All addenda forms must be signed and submitted with the bid. Failure to respond and acknowledge any addenda or requests for clarification, even after the bid opening, shall result in a non-responsive bid.

- b. The successful firm's bid and all addenda will become a part of the agreement resulting from this document.
- c. Bidders seeking an award of a Butts County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award.
EXCEPTION to the above would be emailing request for clarification and/or questions to the point of contact listed in the bid/proposal. (These requests will be answered in an addendum).

4. **Pre-Bid Conference**

The Pre-Bid Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the "Invitation to Bid". Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. **Rejection and Withdrawal of Bids**

- a. Withdrawal of bid due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of bid to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period.
- b. The County may reject all or part of the bid where it is in the best interest of the county or because of improper conduct on the part of a county employee.

6. **Bid and Contract Documents**

- a. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.
Corporation: If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bid shall be signed by an officer of the corporation.
Partnership: If the Bidder is a partnership, all partners must sign the bid. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
Limited Liability Company (LLC): If the Bidder is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

Sole Proprietorship or Individual: If the Bidder is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.
- c. Contract Term – The period of the agreement, if any is formed from this bid, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful bidder and the County.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Bidder's solicitation response.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the bid to the Butts County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Butts County and the successful Contractor.

17. Supplier Inclusion Program

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

18. Delivery and F.O.B. Destination

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Butts County, Georgia, unless otherwise requested. The Bidder shall handle all material procurement, storage, and delivery to project site. Unless otherwise specified in this specification, Bidder shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this bid. The

Bidder shall retain title for the risk of transportation, including the filing for loss or damages.

- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a bid. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

19. County's Tax Exemption

Butts County is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by Butts County. Exemption certificates furnished upon request.

20. Award of Contract

- a. Butts County desires to complete the award process in a timely manner. Butts County reserves the right to reject or accept any or all bids, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of bid(s) selection which would be the most advantageous to the County with price and other factors considered. Butts County may elect to waive any technicalities. The bid will be awarded to the lowest responsive, responsible Bidder(s), if awarded. The bid specifications will be available on the County's website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications>
- b. Butts County reserves the right to reject any bid if the evidence submitted by or investigation of the Bidder fails to satisfy the County that the Bidder is properly qualified to carry out the obligations of the Contract. If the successful Bidder defaults on their bid, an award may be made to the next low responsive and responsible Bidder.
- c. Butts County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Butts County unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the bid. The total of the awarded contract shall not exceed the available funds allocated for the bid project.
- d. Butts County has a local vendor privilege. Bids or bids awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or bids received from local vendors will be given preference if such bid or bid is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
 - 1. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Butts County; and
 - 2. The business or supplier must have a current occupational tax certificate; and
 - 3. The business or supplier must have paid all real and personal taxes owed the county; and

4. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.

This policy shall not apply to any bid or bid for material, equipment, or services more than one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

21. Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Butts County. The Contractor shall provide and make available an appointee to Butts County for project coordination and supervision of Bidder installation personnel. Coordination consists of meeting with the Butts County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Bidder will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether fabricated, installed, or completed. The successful Bidder will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in each area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Butts County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

22. Confidentiality

All information disclosed by Butts County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

23. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Butts County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Butts

County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

24. Controlling Law, Venue

Any dispute arising because of this bid and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Butts County, Georgia. This Agreement shall be governed by the applicable laws of the County of Butts and the State of Georgia. Any dispute arising out of the agreement, this bid solicitation, its interpretations, or its performance shall be litigated only in the County of Butts Judicial Courts.

25. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of Butts County. The selection, retention, assignment, direction, and payment of Contractor's employees shall be the sole responsibility of Contractor.

26. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Butts County.

27. Owner and Ownership of Documents

The Butts County Board of Commissioners, 625 West Third Street, Jackson, Georgia 30233 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during performance of the services required by this contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the project except that Contractor shall have the right to retain copies of the same.

28. Performance of Contract

- a. Butts County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to always furnish an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

29. Default and Termination

a. Termination by Contractor

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by County

The agreement resulting from this bid shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions,

specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its bid submission that the County's decision is final and valid.

c. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. **Waiver**

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

30. Invoices

Invoices and/or statements should be mailed directly to:

**Butts County Board of Commissioners
Accounts Payable
625 West Third Street, Suite 4
Jackson, GA 30233**

31. Payment

Payment shall be tendered to the successful Bidder upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

SECTION II – REQUIREMENTS

A. INSURANCE REQUIREMENTS

The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. **Worker’s Compensation & Employer’s Liability Insurance:** In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability	
Bodily injury by Accident – each employee	\$100,000
Bodily injury by Disease - each Employee	\$100,000
Bodily injury by Disease – policy limit	\$500,000

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

**Butts County, Georgia
Butts County Board of Commissioners
625 West Third Street
Jackson, Georgia 30233**

SECTION III – BID SPECIFICATIONS

A. BID SPECIFICATIONS

The vendor will furnish fuel according to the following specifications on an as needed basis. Butts County Public Works Department has one (1) fuel station located at 1036 Brownlee Road, Jackson, Georgia 30233 with one 10,000-gallon underground gasoline tank and one 10,000-gallon underground diesel tank.

B. BID PRICE AND STRUCTURE

The price paid per gallon for each petroleum product may increase or decrease on a daily basis. This price shall be based upon contract average price OPIS as per time of loading. The bid price shall include only markups or discounts and freight rates f.o.b. to the location in the above section, and any other charges, excluding taxes and fees. The price paid by Butts County for petroleum products shall consist of the following components, and shall be itemized on all invoices submitted:

1. Contract average price OPIS (Oil Price Information Service) for F.O.B. terminal in ct/gal, excluding taxes and discounts.
2. Bid unit price shall be the cents to be added or subtracted from the OPIS (Oil Price Information Service) contract average price at the time of loading. This includes profit and freight charges f.o.b. to the location listed above.
3. Appropriate Taxes (Georgia State Excise Tax, Georgia Underground Storage Tank Tax, Federal Oil Spill Tax, and Federal Leaking and Underground Storage Tank Tax) shall be itemized on the invoices, but not included in the unit price.

C. BID ITEM DESCRIPTION

- Item 1. E-10 Gasoline 87 Octane Unleaded – Minimum Unleaded Octane rating of 87 and must meet all applicable EPA specifications for this service area, transport deliveries f.o.b. Jackson, GA.
- Item 2. Diesel Fuel #2 Ultra Low Sulfur – For on the road use. 15 PPM Sulfur Maximum, 5% bio-diesel maximum. For all diesel engines, including late model diesel engines, must meet all applicable EPA specifications for this service area, transport deliveries f.o.b. Jackson, GA.

D. BID ITEM DELIVERY

1. Vendor must provide, upon the request of Butts County, specification sheets and technical information regarding the products delivered. Deliveries are expected within a twenty-four (24) period from the time the order is placed. Normal delivery time is Monday through Friday from 7:00 am to 3:00 pm est. In extreme emergency situations, deliveries may be needed within twelve (12) hours. Vendor will be notified as soon as practical to prepare in this instance.

2. Vendor shall submit a Plan of Action to minimize fuel supply interruption in case of an emergency. An example would consist of pump damaged/out of service, power outage, natural disaster.
3. Vendor is responsible for any spills and clean-up costs associated with deliveries made to the above facility. Vendor is responsible for disposing of any materials used in the clean-up of the spill.
4. If wireless monitoring is available, please include type of device and if automatic ordering is available.
5. After delivery, the vendor is to send an electronic invoice to Butts County Public Works with the following information:
 - type of fuel
 - quantity of gallons
 - unit price
 - taxes
 - other fees
 - OPIS contract price (at the time of loading)

Bidder Information Form

Company

Individual or Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

SSN or Federal Employer ID# _____

Authorized Representative

Signature: _____

Printed or Typed Name: _____

Title: _____

Email address: _____

Phone number: _____ Fax: _____

Project Contact Person

Printed or Typed Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email address: _____

**Place this page 1st
in the bid package**

Bid # 22-06 FUEL CONTRACT

Bid Price Sheet

The items listed below are our best estimate of our annual requirements. Quantities shown are estimates only, based on the previous twelve-month period and anticipated needs. Butts County reserves the right to purchase based on actual need at contract price.

Bidder must indicate the unit price per gallon for the items listed below, including delivery or freight and excluding OPIS (Oil Price Information Service). Bidder is cautioned to bid the NET price excluding all appropriate taxes (Federal and Georgia Environmental Assurance fee), and spill and lust fees. All taxes shall be itemized on the invoices, but not included as part of the bid prices.

Item #	DESCRIPTIONS	Estimated Quantities (GALLONS)	UNIT PRICE	Estimated TOTAL
1	E-10 GASOLINE 87 Octane Unleaded	136,000	\$	\$
2	DIESEL FUEL #2 Ultra LOW Sulfur on Road Use 15 PPM Sulfur Maximum, 5% biodiesel maximum	59,000	\$	\$
TOTAL BID AMOUNT – Please multiply the Estimated Quantities (gallons) by the unit prices to determine the overall estimated total amount.				\$

Submitted by:

COMPANY NAME OF BIDDER: _____

Bid # 22-06 FUEL CONTRACT
Due Date and Time: June 7,2022 3:00 PM

CHECKLIST FOR BID DOCUMENTS

Be sure to return this Checklist and the Required Documents in the order below.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Bid Price Sheet	<input type="checkbox"/>
Checklist for Bid Documents/Addenda Acknowledgement (this page)	<input type="checkbox"/>
Bidder Information Sheet	<input type="checkbox"/>
Bid proposal and any requested materials	<input type="checkbox"/>
W-9 Form	<input type="checkbox"/>
 <i>Forms:</i>	
Bid Authorization Affidavit	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
References	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____	_____
	Dated
Addendum No _____	_____
	Dated
Addendum No. _____	_____
	Dated
Addendum No. _____	_____
	Dated

This affirms that all documents are included with the bidder's bid package.

_____	_____
Company's Name	Date
_____	_____
Authorized Representative's Name (Print or Type)	Authorized Representative's Signature

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF BUTTS

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)	(Signature)
(Address)	(Printed Name)
(City, State, Zip)	(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____.

Notary Public in and for the State of _____

(Seal)
(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Butts County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20 _____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Type Name: _____

Title: _____

Firm Address: _____

REFERENCES

Please provide three (3) current or very current customers for whom you have provided similar products or services as listed in the specifications of this bid.

Reference One

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

Reference Two

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

Reference Three

Government/Company Name _____

Address _____

Contact Person and Title _____

Phone _____ Fax _____

Contract Period _____ Scope of Work _____

Information of person who prepared this form:

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. To give recognition to this type of business classification, please check all which apply:

- Small Business**
Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

- Local Vendor**
Local vendors must operate and maintain a regular place of business within the geographical boundaries of Butts County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

- Veteran-Owned Business**
A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran if they were not dishonorably discharged.

- DBE Business**
DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:
 - Asian American
 - Native American
 - African American
 - Hispanic/Latino
 - Pacific Islander.

- Female Owned Business**
A female-owned business is a business in which a female owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company.

- None of the Above Applies**

Company’s Name

Date

Authorized Representative’s Name (Print or Type)

Authorized Representative’s Signature