



CITY OF MILLEDGEVILLE, GEORGIA

INVITATION TO BID

BID #18-0011

Gasoline & Diesel

For all questions about this BID contact:

*Jacque Huley, CPPB, Purchasing Coordinator
(478) 414-4009 phone
(478) 414-4418 fax
jhuley@milledgevillega.us*

**Deadline:
Tuesday, June 19, 2018 at 3:30 P.M.**

1.0 INTRODUCTION

The Invitation for Bid is intended to provide interested vendors with sufficient information to guide them through the development of their proposed bid to provide gasoline & diesel fuel to the City of Milledgeville.

In responding to this bid, it is important that all vendors follow the prescribed format so that each vendor will be providing comparable data to that submitted by other vendors and thus be assured of fair and objective treatment in the City's review and evaluation process.

1.2 Schedule of Events

This Invitation for Bid will be governed by the following schedule:

DATES

Release of Bid	Friday, May 18, 2018
Deadline for written questions	Friday, June 8, 2018
Answers to written questions	Tuesday, June 12, 2018
Proposals due	Tuesday, June 19, 2018 at 3:30 PM

1.3 Restrictions on Communications with Staff

All questions about this bid must be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the bid

Questions must be in writing to the Purchasing Coordinator:

Address: Jacque Huley, CPPB
Procurement Coordinator
City of Milledgeville
P. O. Box 1900, Milledgeville, GA 31059
119 E. Hancock Street, Milledgeville, GA 31061
E-mail: jhuley@milledgevillega.us
Fax: 478.414.4418

No questions other than written will be accepted. No response other than written will be binding upon the City of Milledgeville. Questions will be combined into one list of questions and responses and will be sent to all vendors who have received the bid document.

2.0 COMPANY BACKGROUND & EXPERIENCE

2.1 Experience

The vendor will provide a list of all clients for whom similar services, as detailed in this bid, have been provided during the past 5 years. The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The vendor will also disclose any services terminated by the client(s) and the reason(s) for termination.

Failure to provide this information will disqualify the bid submission.

3.0 BID

3.1 Packaging of Bid

Submissions must be by the following method:

Hard copies in a sealed package containing three (3) signed copies. The sealed package must be labeled as follows:

(Vendor Name)

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Gasoline & Diesel

Vendor response to this bid must consist of the following documents:

- Bid Sheet.
- Documented experience including Letters from three (3) references or list of three references.

3.2 Submission of Bid

The original and two (2) copies of the bid response must be delivered no later than **3:30 P.M. on Tuesday, June 19, 2018.**

Proposals must be submitted to:

City of Milledgeville

119 E. Hancock Street

Milledgeville, GA 31061

Attention: Mrs. Jacque Huley, CPPB, Procurement Coordinator

Any proposal received after the due date and time will not be evaluated.

3.3 Rejection of Bid/Cancellation of Bid

The City of Milledgeville reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject bids **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this bid at any time.

4.0 TERMS AND CONDITIONS

4.1 Bid Amendments

The City of Milledgeville reserves the right to amend this bid prior to the proposal due date. All amendments and additional information will be sent to all vendors who have received the bid document.

4.2 Bid Withdrawal

A submitted proposal may be withdrawn prior to the due date by a written request to the Purchasing Coordinator. A request to withdraw a proposal must be signed by an authorized individual.

4.3 Bid Costs

The cost for developing the bid or the submission of the bid is the sole responsibility of the vendor. The City of Milledgeville will not provide reimbursement for such costs.

4.4 Responsibilities of Prime Contractor

The successful vendor will be considered as the prime contractor and will be required to assume total responsibility of services offered in the proposal whether or not the company is the manufacturer, producer, value added reseller, author, or supplier of the items. The City of Milledgeville will consider the successful vendor to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

Prior to final selection, vendors may be required to submit additional information that the City of Milledgeville may deem necessary to determine the vendor's qualifications.

4.5 Firm Price

Mark-up Price offered by the vendors will be firm and not subject to increase during the term of any agreement between the City of Milledgeville and the successful vendor.

4.6 Execution of Agreement

Upon evaluation and acceptance of a bid, successful bidder will have to complete vendor application documentation before purchase order will be executed. Only after purchase order has been signed by the City Manager, can delivery begin. In the event that the successful vendor fails, neglects or refuses to execute the purchase order within ten (10) days after the mailing of said purchase order, the City of Milledgeville

may at its option terminate and cancel its action in awarding the bid and the purchase order shall become null and void and of no effect. Incorporated by reference into the purchase order will be all of the information presented in or with this bid and the vendor's response thereto, and all written communications between the City of Milledgeville, its agents, and the successful vendor whose bid response is accepted.

4.7 Insurance

Vendor shall purchase and maintain such insurance as is appropriate for the service being performed and as will provide protection from claims which may arise out of or result from vendor's performance of the service and other obligations under this agreement, whether it is to be performed by vendor, any subcontractor or supplier, or by anyone directly or indirectly employed by them to perform any of the service, or by anyone for whose acts any of them may be liable. Before commencement of product delivery, vendor shall deliver to the city certificates of insurance and other evidence of insurance which city may reasonably request.

4.8 Exemption from Federal Excise & Sales Tax

The City of Milledgeville is exempt from federal excise tax and sales tax. Delivered price shall be exclusive of such taxes.

4.9 Statement of Time

Time, when stated as a number of days, shall include Saturdays, Sundays, and legal holidays.

4.10 Conflict of Interest

If a vendor has any existing client relationship that involves the City of Milledgeville, the vendor must disclose each relationship.

5.0 SPECIFICATIONS PRODUCTS:

- **Unleaded Gasoline (100% ethanol free)**
- **Diesel – Low Sulfur Dyed**

Bid shall be vendor's mark-up net of taxes and include delivery, freight, and all applicable product margins. Do NOT include state or federal taxes.

The Vendor's invoiced price to the City shall be the prevailing Oil Price Information Service (OPIS) terminal rack price for the most proximate available terminal location to the City of Milledgeville, plus the Bid Margin, plus state and federal taxes as applicable. No additional charges outside the OPIS price, Bid Margin, and applicable taxes will be allowed for the life of the contract. Invoice pricing shall be itemized, showing the OPIS price, markup, taxes and composite price. City, at its discretion, may require vendor to

provide for viewing copies of OPIS price documentation at no cost for any and all dates of delivered product.

Renewal Option: Option to re-new after a one (1) year period.

Estimated Delivery: Approximately, 5,100 gallons of the gasoline and 2,200 gallons of the Low Sulfur Dyed Diesel are delivered to the City of Milledgeville Central Garage every 3rd and 5th week respectively (or as needed) between the hours of 8:00 a.m. and 5:00 p.m.

	Unleaded Gasoline (Mid-Grade)	Diesel
Estimated Annual Usage	90,000	22,200
Estimated Monthly Usage	7,500	1,850

Foregoing quantities are not guaranteed and do not constitute a contractual minimum quantity requirement.

The City of Milledgeville reserves the right to review the invoices up to 10 business days before release of payment.

In accordance with Ordinance 0-1102-001, Local Vendor Preference Provisions may apply if a local vendor is within prescribed margin of non-local low bidder.

**BID SHEET
IFB #18-0011**

	Net Mark-Up (\$ per Gallon)
Unleaded Regular (Min. 87 Octane)	
Unleaded Mid-Grade (Min. 89 Octane)	
Unleaded Premium (Min. 92 Octane)	
Low Sulfur Diesel	

Note: Bid shall be vendor's mark-up net of taxes and include delivery, freight, and all applicable product margins. Do NOT include state or federal taxes.

Total price invoiced shall include vendor's bid margin (net mark-up) plus prevailing OPIS rack price for the most proximate available terminal location at the time of delivery, plus applicable state and federal taxes.

*******PRINT OR TYPE*******

COMPANY NAME : _____

MAILING ADDRESS: _____

TELEPHONE # : _____ **FAX # :** _____

EMAIL : _____

SIGNATURE

TYPED NAME/TITLE

BID RESPONSE SIGNATURE PAGE

If the Vendor is : **A SOLE OWNER OR PARTNERSHIP** (Please Indicate Which):
Execute this part of the Bid:

DATE: _____

(Signature of Owner or Partner)

(Business Name or Bidder)

(Print Name and Title)

(Address) (City) (State) (Zip) (Telephone Number)

If the Vendor is: **A CORPORATION** execute this part of the Bid. If not executed by the Corporation (i.e., required signatures as seen below and Corporate Seal affixed), a certified Corporate Resolution authorizing the form of execution used must be attached to and made part of this Bid Response.

DATE: _____

(Corporate or Business Name of Bidder)

(Address) (City) (State) (Zip) (Telephone Number)

(Signature of President or Vice-Pres.)

(Signature of Secretary, Asst. Sec.,
Treasurer or Asst. Treasurer)

(Print Name and Title)

(Print Name and Title)

CORPORATE SEAL

Georgia Security & Immigration Compliance (GSIC) Act
CONTRACTOR AFFIDAVIT AND AGREEMENT

The City of Milledgeville and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with the City of Milledgeville has registered with and is participating the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Milledgeville, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the City of Milledgeville of the hiring a new subcontractor and will provide the City of Milledgeville with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by the City of Milledgeville at any time and to provide a copy of each such verification to the City of Milledgeville at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

** As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. **History.** Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.*