



**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458**

INVITATION FOR BID

The Bulloch County Board of Commissioners (herein after referred to as the “County”) is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: One (1) year term contract for engine oil, hydraulic fluid, motor oil and diesel exhaust fluid. Bulloch County is asking for a guaranteed price on all items bid for a one (1) year period of July 1, 2023 to June 30, 2024, with an option to renew the contract for two (2) successive one (1) year periods.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, May 10, 2023. Late bids will not be considered. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458. The original bid and one (1) copy along with supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened, and cost components read aloud at the Bulloch County Commissioners North Main Annex, in Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the Fleet Coordinator/Shop Manager will recommend the selection of a bid most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow for enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager, or retrieved from the County’s website at <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County’s website for any addenda for this project. Failure to include a signed copy of any addenda issued for this project in the submitted bid package will result in the submitted bid not being considered for this project.

Check List: There is a checklist on **page 15** that lists the forms that **must** be included in the sealed bid submission. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to return any of the items or incorrectly completed items on the check list will be justification for non-acceptance of the submitted sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so; there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose bid is within 5% of the lowest bid may be given an opportunity to match the lowest bid. This policy shall be stated in all applicable solicitations but does not apply to public works construction projects or road projects.

For purposes of this provision, a “local vendor” is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A “principal business location” is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted bid. It is the vendor’s responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in

part, such bid or bids may be deemed in the best interest of the purchaser. The County reserves the right to use or not use any alternate bid associated with this solicitation.

Bulloch County has an Equal Opportunity Purchasing Policy. Bulloch County seeks to assure that all segments of the business community have access to supplying goods and services needed by the County. The County provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, or national origin.

The written bid documents supersede any verbal or written prior communications between the parties.

The County reserves the right to reject any or all bids, and to waive any technicalities or informalities associated with the bid, and to make the award that it deems is in the best interest of the County.

Award, if made will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered. Time is of the essence.

TERMS AND CONDITIONS

- 1. Changes:** No change shall be made to this invitation except by written modification by the purchasing department.
- 2. FOB Destination Point:** Bid prices shall include shipping to Bulloch County Fleet Maintenance Department, 17301 Hwy. 301 North, Statesboro, GA 30458. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected.
- 3. Bid Identification:** The outside of the sealed envelope shall include the wording: **Bulk Oil & Fluid Bid; Bid Opening: May 10, 2023 @ 3:00pm; Attn: Purchasing Manager.**
- 4. Disqualification:** Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.
- 5. Lawsuits/Bribery/Conflicts of Interest/Defaults:** Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.
- 6. Withdrawal of Bids:** Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of their bid after bid has been opened. No bid may be withdrawn for a period of (60) sixty days after time has been called on the date of opening.

- 7. Award of Contract:** If awarded, award will be made to that responsible bidder whose bid, conforming to the invitation for bid, will be most advantageous to the County, price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party.
- 8. County Obligations:** The County has a standing policy to disqualify or withhold compensation to vendors, contractors, and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses, or other financial remittances due to the County.
- 9. Exceptions to Specifications:** Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on “Exceptions to Specifications Sheet”. While the County reserves the right to make an award to a nonconforming bidder when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been taken by the County unless incorporated in a contract resulting from this invitation and so stated.
- 10. Payment:** Payments will be made upon completion of work and acceptance by the County on invoices submitted and approved by the Project Manager within (30) thirty days of receipt of invoice. Itemize all invoices in full. Be sure our order number is on your invoice.
- 11. Inquiries Regarding Payment:** All inquiries regarding payment of invoices are to be directed to Accounts Payable, (912) 764-6245.
- 12. Regulatory Agencies:** Successful bidder will be responsible for all required permits or licenses required by any regulatory agency of the City, County, State or Federal Governments.
- 13. Anti-Discrimination Clause:** Bulloch County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or services provided.
- 14. Commodity Status:** It is understood and agreed that items delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by the County.
- 15. Delivery:** Delivery shall be made to Bulloch County Fleet Maintenance Department, 17301 Hwy. 301 North Statesboro, Georgia 30458. Time is of the essence.
- 16. Compliance:** The County’s failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the county’s right to insist at any time on full compliance with any of the terms and conditions here in.

17. Product Compliance: Bidders must submit with their bid, the latest printed specifications and/or advertising literature to prove compliance with our specifications on the products they propose to furnish.

18. Questions: All questions concerning this invitation should be directed to the buyer whose name appears on the bottom of this page unless otherwise directed.

19. Quality: Any brand name or manufacturer's reference used in the specifications is for the purpose of describing a standard of quality, performance, and characteristics desired and not intended to limit or restrict competition. Bidders shall provide proof that the product bid is equal or equivalent to specifications. The County shall be the sole entity to determine acceptance or non-acceptance of equivalents.

20. Prices: Bid prices shall be in effect July 1, 2023, until June 30, 2024.

21. Escalation: Bid prices may be increased or decreased during the contract period if the following conditions are met. Vendor must provide Bulloch County with proof from their supplier that the vendor prices have changed. Documentation must include amount of change and the date the change is to take effect. Documentation also must be submitted to Bulloch County a minimum of 30 days in advance of an increase.

22. Bid Reservations: The County reserves the right to reject any or all Bids, to award in whole or in part and to waive minor immaterial defects in Bids.

23. Clarification of Submittals: The County reserves the right to seek clarification of any point in a respondent's Bid, or to obtain additional information.

24. Liability: The County is not liable for any cost incurred in the preparation of the Bid. Nor is the County bound by any information provided unless reduced to writing and distributed as a written addendum.

25. Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

26. Quantities: Quantities shown are approximate only. The County makes no representation; either expressed or implied, that it will purchase a minimum or maximum of any product.

27. Insurance: The Contractor must submit with bidding documents, a Certificate of Liability Insurance indicating required insurance coverages. This insurance will be kept in force during the duration of the contract. Failure to provide and maintain insurance may cause cancellation of

contract. Contractor shall purchase from and maintain with a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County and its officials, officers, and employees as additional insureds**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in any one accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

28. Bonds: Not required.

29. Contract: The successful bidder shall be required to enter into a contract that is substantially the same as the contract included herewith.

30. County's Right to Terminate Contract:

A. Termination for Cause. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven (7) days' written notice to the Contractor and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools and appliances, and finish the Project by such means as the County sees fit; and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Project, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

B. Termination for Convenience. The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

31. Immigration: (page 14) On July 1, 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work for Georgia's public employers in the amount of \$2,500 or more must sign an affidavit that he/she has used the E-verify System. This includes out-of-state contractors. E-verify is a no-cost federal employment verification system to insure employment eligibility. For more information on E-verify please go to

<http://www.dhs.gov/e-verify>. An affidavit is enclosed in this solicitation. All Bidders are to read and complete the E-verify Contractor Affidavit enclosed to be returned with response. Failure to do so will result in your solicitation response being rejected as non-responsive.

If you use a third-party administrator, do not enter their name in place of the Federal Work Authorization E-verify Company ID#; the administrator's name does not replace the actual number. You must contact your administrator for the number and the date of authorization (when the number became effective). There are no alphabetical letters in the E-verify Company ID#.

If you only include the third-party administrator's name and not your company's actual authorization number, this will result in your solicitation response being rejected as non-responsive.

For technical questions concerning this bid please contact Troy Cothren, Fleet Coordinator/Shop Manager, at tcothren@bullochcounty.net

For procurement guideline questions concerning this bid, please contact Faye Bragg, Purchasing Manager, at fbragg@bullocounty.net.

SHIPPING COSTS, IF ANY, SHALL BE INCLUDED IN BID PRICES

Bids must be submitted to the following address (faxed or e-mailed bids are **not** accepted for sealed bids):

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow for enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

Specifications

A reprocessed product shall not be accepted. Only products from major, approved manufacturers shall be accepted.

APPROVED MANUFACTURERS ARE AS FOLLOWS:

BP, VALVOLINE, CITGO, CONOCO PHILLIPS, CHEVRON/TEXACO, EXXON MOBIL & SHELL

STATE BRAND NAME OF PRODUCT BEING BID ON BID FORM

It shall be the responsibility of the awarded vendor to check the bulk oil tanks on a regular basis to prevent the County from running out of oil.

The awarded vendor shall furnish tank, hose of necessary size and length, and electric or air pump for the first two products. Brand name and a copy of specifications of each product must be included with bid. We reserve the right to exhaust any or all products currently in stock before starting with products of the new bid. Quantities shown are approximate only. The County makes no representation, either express or implied, that it will purchase a minimum or maximum of any product.

QUANTITY-

- (a) Approximate quantity estimates to be used in a one (1) year period are as follows:
1. 6,000 gallons engine oil
 2. 2,000 gallons hydraulic fluid
 3. 3,000 gallons motor oil
 4. 2,700 gallons of diesel exhaust fluid

BID PRICES-

- (a) When submitting bids, bid prices shall be listed as follows:
- (1) Engine Oil - Per Gallon
 - (2) Hydraulic Fluid - Per Gallon
 - (3) Motor Oil – Per Gallon
 - (4) Diesel Exhaust Fluid (DEF) – Per Gallon

1. ENGINE OIL

- (a) Mobil Fleet 15W40 or equal.
- (b) 15W40, must meet or exceed API service classification for CJ-4, CJ-PLUS, CI.
- (c) 300-gallon tank shall be furnished.

2. HYDRAULIC FLUID

- (a) Mobil Fluid 424 or equal.
- (b) Must meet or exceed warranty specifications for Caterpillar, John Deere Hy-Gard U.S. Specs, International, Leach, Dresser, Dempster, Deutz, Vickers Pump and Ford type-F tractor.
- (c) 300-gallon tank shall be furnished.

3. MOTOR OIL

- (a) 5W30 Synthetic Oil
- (b) Must meet warranty specs for Ford and Chevrolet
- (c) 250-gallon tank shall be furnished

4. DIESEL EXHAUST FLUID

- (a) Blue DEF or equal
- (b) Must be approved for use in all Diesel SCR Systems and meet or exceed DEF ISO 22241.
- (c) 330-gallon DEF tank shall be furnished.

BID FORM

TERM CONTRACT FOR OIL, FLUID AND GREASE

The County makes no representation, either express or implied, that it will purchase a minimum or maximum of any product.

- 1. Engine Oil – Bid Price per Gallon: \$ _____
Brand name being bid _____

- 2. Hydraulic Fluid – Bid Price per Gallon: \$ _____
Brand name being bid _____

- 3. Motor Oil – Bid Price per Gallon: \$ _____
Brand name being bid _____

- 4. Diesel Exhaust Fluid – Bid Price per Gallon: \$ _____
Brand name being bid _____

Does your bid comply with our invitation-to-bid including the bid specifications? (If answer is no, use exceptions to specifications form.)

_____ Yes _____ No

Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. In making such representation, affiant further states for himself/herself and on behalf of vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from proposing; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

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

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to May 10, 2023 @ 3:00pm, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

BIDDER:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

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

NOTARY PUBLIC _____

CONTRACTOR E-VERIFY AFFIDAVIT

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 Bulloch County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by 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 further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Bulloch County, Georgia, 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 Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Bulloch County, Georgia at the time the subcontractor(s) is retained to perform such service. Call 1(888)464-4218 with questions.

Federal Work Authorization E-verify Company ID#

Date of Authorization

Company Name

By: _____
Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Bulloch County Bulk Oil & Fluid Contract
Name of Project

Bulloch County, Georgia
Name of Public Employer

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).

Check List

The items on this list shall be returned in the bid package. All items requiring signatures must be signed and all items requiring a notary must be notarized. Failure to complete and return any of the items listed will be justification for not accepting a submitted sealed bid for this project.

- 1. Pages 5 & 6 – Certificate of Liability Insurance
- 2. Page 10 – Exceptions to Specifications Sheet
- 3. Page 11 – Bid Form
- 4. Page 12 – Non-Collusion Affidavit
- 5. Page 13 – Bidder Declaration
- 6. Page 14 – Contractor Affidavit and Agreement (E-verify)

Note: Due to the construction at 115 North Main Street, if you are planning on attending the bid opening and bringing your bid with you, you must allow for enough time to find parking and your way to the room where the bid opening will be held. Late bids will not be accepted.

TO BE COMPLETED BY AWARD WINNER ONLY

ACCEPTANCE OF PROPOSAL (Example)

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items: _____.

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this ____ day of _____, 20____.

BULLOCH COUNTY, GEORGIA

[Name of Bidder]

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

[FORM OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.