



Whitfield County Schools

1306 South Thornton Avenue, Dalton, Georgia 30721

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Request for Proposal

For

Fuel Supply - Diesel and Unleaded Fuel

For The

**Whitfield County Schools
Transportation Department**

**1030 Hill Road
Dalton, GA 30721**

RFP # WCS-TR-2018-001

January 29, 2018

RFP # WCS-PR-2018-001

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SECTION 1.0
NOTICE TO INTERESTED COMPANIES

1.1 Product / Service: **Fuel Supply - Diesel and Unleaded Fuel**

1.2 Owner: **Whitfield County Board of Education**
1306 South Thornton Ave.
Dalton, Georgia 30721

1.3 Representative of Owner: **Jim Fugate**
Procurement Officer

1.4 Anticipated Time Frames:

Issue RFP to market	January 29, 2018
Pre-Proposal meeting	N/A
Questions on RFP due	February 12, 2018
Response to questions posted	February 14, 2018
RFP responses due in Procurement Office by 2:00pm	February 16, 2018
Proposal Evaluations	February 19, 2018
(Optional) Vendor Presentation/Interview	February 22, 2018
Recommendation to Whitfield County Board	March 5, 2018

END OF SECTION

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SECTION 2.0
GENERAL INSTRUCTIONS

2.1 **QUESTIONS**

All questions and comments should be sent via email to:

jim.fugate@wcsge.net

2.2 **MANDATORY PRE-PROPOSAL MEETING**

There will be no mandatory Pre-Proposal meeting.

2.3 **SUBMISSION**

All proposal submissions must contain both **2 Hard Copies and a PDF version on a USB drive or CD/DVD**, be clearly marked **“PROPOSAL – RFP WCS-TR-2018-001 Fuel Supply - Diesel and Unleaded Fuel”** and submitted to:

Jim Fugate
Procurement Officer
1030 Hill Road
Dalton, Georgia 30721

OR

You may submit electronic version on Vendor Registry to meet deadline. However, hard copies must be received within 2 business days for proposal to be considered.

www.wcsge.net/purchasing -> OPEN SOLICITATIONS

2.4 **SUBMISSION DEADLINE**

Proposals must arrive no later than **2:00 pm (EST) on February 19, 2018.**

2.5 **EVALUATION**

Proposed product / services will be evaluated by a team representing the different departments involved within Whitfield County Schools and a decision will be reached by consensus of all parties involved as to the suitability and appropriateness of the product / services. All companies who submit a proposal will be notified of the final award.

2.6 **FUNDING**

This proposal is based on available funding; therefore, work cannot begin until Whitfield County Schools has issued a Purchase Order.

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2.7 COSTS

Full cost of preparation is to be borne by the quoting company.

2.8 SIGNATURE

Proposals must be signed in ink by a company official with authorization to commit company resources.

2.9 SELECTION

The Whitfield County Board of Education reserves the right to 1) reject any or all proposals; 2) waive informalities and irregularities in proposals received; 3) select one that the Board considers the most advantageous for the Board.

2.10 PAYMENTS

Payment for product / services received will be made on a monthly basis after the invoice is approved by the **Transportation Director**. Payment shall be made within a reasonable timeframe. The Whitfield County School District is exempt from all state sales tax and federal excise tax. These taxes must be deducted from any proposal.

2.11 SITE INSPECTION

The sites should be thoroughly examined in relation to conditions that might directly or indirectly affect the work required in this proposal. The proposal sum shall reflect all such affecting conditions. Proposers shall be responsible for verifying all dimensions that may affect the work.

2.12 INSURANCE

The proposer shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the District before the commencement of any work:

- 1) Commercial/Comprehensive General Liability
 - a) \$1,000,000 Bodily Injury Per Person
 - b) \$1,000,000 Bodily Injury Aggregate Limit
 - c) \$ 500,000 Property Damage Per Occurrence
 - d) \$1,000,000 Property Damage Aggregate Limit
- 2) Comprehensive Automobile Liability
 - a) \$1,000,000 Property Damage Per Occurrence
- 3) Workmen's Compensation and Employer's' Liability
 - a) \$ 500,000 Bodily Injury Per Person
- 4) Umbrella or Excess of Loss Coverage
 - a) \$10,000,000 Per Occurrence
- 5) The proposer will provide an insurance certificate with 21 days after acceptance of contract.

- 6) Whitfield County School District must have 10 days notice of cancellation or change in insurance coverage and give its approval.

The District shall be named as an additional insured by Endorsement on the proposer's policy as to the subject contract.

2.13 E-VERIFY AFFIDAVIT

Proposer shall complete and include with RFP response an E-Verify affidavit that may be downloaded from our web site at:

www.wcsga.net/purchasing

2.14 NON-COLLUSION CLAUSE

By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

2.15 GOVERNING LAW

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK AND THE SERVICES HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN GEORGIA, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

2.16 INDEMNIFICATION

The vendor shall indemnify, hold harmless and defend the Board, its agents, servants and employees from and against any and all claims, liability, losses, charges, expenses (including attorney fees) and / or cause of action, which may arise from any negligent act, or omission of the vendor, its agents, servants, or employees in the performance of services under this contract.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the Board's right to assert under any circumstances whatsoever its claims of

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governmental and or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

2.17 AWARD

The Whitfield County School District may elect to make an award offer without conducting interviews or negotiations. However, after the proposals have been reviewed, the Evaluation Committee may elect to interview selected proposers. The committee may then enter into additional negotiations.

2.18 CONTRACT

If applicable, it is the full intent, assuming that satisfactory proposals are received, to award a contract. If an award is made it will be for a period beginning on the date the contract is signed by both parties and ending December 31 of the current year at a fixed price, with the ability of Whitfield County School District to renew the contract for four (4) additional one year terms. A termination for convenience provision will be included. The contract must comply with O.C.G.A. § 20-2-506. Renewals will be made based upon the recommendations of the authorized representatives of Whitfield County School District and the proposer. In case of extensions, the cost which was submitted in the proposer's proposal may be increased or decreased.

2.19 TRANSFER

No contract or its provisions may be assigned, sublet, or transferred without written consent of the District.

2.20 TERMINATION

Whitfield County School District reserves the right to cancel the contract upon thirty (30) days written notice to the proposer, with or without cause.

2.21 TOBACCO/ALCOHOL/DRUGS

All forms of tobacco products, alcohol, and drugs are prohibited on District property.

2.22 PROPOSER'S EMPLOYEES

2.22.1 All matters pertaining to recruiting, screening, hiring, compensating, retaining, and terminating shall be the exclusive responsibility of the proposer. These matters shall be done fully in compliance with all state and federal statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour, insurance, and any other stipulations prudent to employee management.

2.22.2 Employees shall be of good integrity and character. **Whitfield County School District policy requires that all contractors, consultants, or vendors providing services on Whitfield County Schools premises be fingerprinted and submit to a criminal background check**, initiated by

Whitfield County Schools, prior to providing services to the District. There is a fee associated with the background check that is payable online at time of registration for fingerprinting of each applicant. The payment of this fee is the sole responsibility of the contractor, consultant, vendor or the employing company.

- 2.22.3 Only those employees who have been properly trained shall be assigned duties under this proposal.
- 2.22.4 Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the School District upon request of the Maintenance Director.
- 2.22.5 All employees shall be dressed in a manner authorized by the proposer and in accordance with the Whitfield County Schools Employee dress code which may be found at: <http://files.wcsga.net/support-services/WCS-Staff-Dress-Code.pdf>. **Uniforms shall be worn which fully identify the employee as a member of the proposer's work force.**

END OF SECTION

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SECTION 3.0
PROPOSAL FORM

For The General Proposal for the Product or Service: Fuel Supply - Diesel and Unleaded Fuel

ADDRESSED TO: Jim Fugate
Whitfield County Schools
1030 Hill Road
Dalton, Georgia 30721

Dear Jim Fugate,
Having carefully examined the Request for Proposal

Titled: Fuel Supply - Diesel and Unleaded Fuel

Dated: January 29, 2018

Having also examined/understood the site of the work, existing conditions, and all other conditions affecting the work on the above-named project, the Undersigned hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses, fees, permits, etc., required by said document to complete all divisions of the Work stipulated above for the sum included in this proposal.

Respectfully submitted:

Contractor/Vendor (Company Name)

Representative (Name and title)

Signature

Business Address

Federal I.D. Number

END OF SECTION

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SECTION 4.0

SELECTION CRITERIA

Selection of the company and system will be based on the following standards. Four rubrics will be used to assist with the selection of the company. The rubrics will deal with 1. proposal, 2. cost, 3. technical, and 4. references.

PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA IN THE SELECTION PROCESS.

4.1 COST

4.1.1 Determination based on price proposal.

4.2 PROPOSAL CRITERIA

4.2.1 Proposal submitted on time.

4.2.2 Requirements met as included in Section 2.0 General Instructions.

4.2.3 Requirements met as included in Section 5.0 Proposal Requirements.

4.2.4 Requirements met as included in Section 6.0 Product/Service Requirements.

4.2.5 WCBOE is not obligated to consider responses from offerors who are deemed non-responsive. Non-responsive offerors are those who submit proposals that do not unequivocally agree to perform the exact work / provide products as reflected in the RFP, or have material omissions or unapproved substitutions.

4.2.5 WCBOE is not obligated to consider responses from offerors who are deemed to be not responsible. Offerors will be considered responsible if they possess the judgement, skill, experience, financial resources, personnel, facilities, equipment and integrity necessary to perform the contract.

4.3 TECHNICAL

4.3.1 Determination based on specifications included in Section 6.0

4.3.2 Performance Requirements.

4.3.3 Appropriateness for the tasks required.

4.3.4 Equipment / Services proposed.

4.4 REFERENCES / EXPERIENCE

4.4.1 Information received from contacting references.

4.4.2 WCBOE past experience with the offeror.

Whitfield County Board of Education reserves the right to make its selection of an approved vendor based on what it deems to be in the best interest of Whitfield County Board of Education. The Request for Proposal does not in any way obligate Whitfield County Board of Education to award a contract, nor to pay any cost which might be incurred by anyone in responding to this request.

Whitfield County Board of Education reserves the right to make purchases from the proposals in their entirety or by individual line item as it deems to be in the best interest of Whitfield County Board of Education.

END OF SECTION

SECTION 5.0

PROPOSAL REQUIREMENTS

5.1 Proposal Requirements:

The proposal must include the following items in a systematic organization in order specified to be considered a complete proposal:

TAB 1 Understanding and Ability to meet all RFP Requirements

1. Cover letter of introduction of company.
2. Section 3.0 Proposal Form signed by a representative authorized to legally bind the company.
3. Acknowledge receipt of any amendments.
4. Completed copy of E-Verify form.
5. How long in business (submit date organized).
6. Submit number of employees currently on payroll.
7. Submit a summary of understanding of the requirements and the management capabilities to fulfill the requirements.

TAB 2 Satisfactory Record of Performance

1. Submit experience of servicing commercial / educational fleets of similar size.
2. Provide minimum of three (3) references for clients of similar size who have received the exact or substantially identical product or service. The client list should include: Company name, mailing address, contact name, telephone number, project scope and dates of service.

TAB 3 Training, Qualifications and Experience of key personnel who will be assigned to this project.

1. Submit name, experience, training, certifications and qualifications of key personnel to be assigned to this contract.

TAB 4 Cost

1. Submit total cost of proposal with adequate detail to identify cost of separate classifications of products / services.

TAB 5 Additional information not requested.

END OF SECTION

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SECTION 6.0
PRODUCT / SERVICE REQUIREMENTS

6.1 GENERAL REQUIREMENTS

- 6.1.1 Provide ULSD Diesel and 87 Octane Non-Ethanol Unleaded Fuel for Whitfield County School System's fleet of busses and "white" fleet vehicles as described below.
- 6.1.2 Vendor must certify that it is compliant with all local, state and federal legal requirements to provide this product / service.

6.2 PRICING AND SERVICE LEVEL AGREEMENT

- 6.2.1 A guarantee of consistent fuel pricing with rates and pricing formula defined in contract. Preference for pricing formula is "Low Rack Price + Price per Gallon". Pricing shall include transportation costs listed separately as well as any and all other costs associated with this contract clearly defined.
- 6.2.2 Proposer will be required send daily email containing the OPIS Wholesale Rack Pricing report to Rick Holsomback at rick.holsomback@wcsga.net
- 6.2.3 Contract will guarantee fuel availability to Whitfield County School System fuel sites as long as the vendor has access to any fuel supply. Whitfield County School System is part of the Whitfield County LEPC (Local Emergency Planning Commission) and as such, WCS shall be considered at same priority as any other emergency response agencies, guaranteeing supply during times of disaster and national shortage.
- 6.2.4 Vendor agrees to provide WCS with an alternate emergency / backup fueling site within Whitfield County.

6.3 THE WORK

- 6.3.1 Vendor agrees to provide fuel for a fleet of diesel fueled school buses and a smaller "white" fleet of gasoline fueled service vehicles. Annual total fuel consumption for all three sites is estimated to be: Diesel = 242,065 gallons and Unleaded Gasoline = 28,269 gallons.
- 6.3.2 Vendor agrees to manage fuel storage tank monitoring, maintenance, training, as well as State required reporting, environmental compliance, and certification and must be defined in the contract.
- 6.3.3 Vendor agrees to provide labor for maintenance and repairs on fuel tanks and fuel dispensing equipment. Whitfield County Schools will be responsible for cost of parts to provide maintenance and repairs.

6.4 THE FACILITIES WHERE WORK IS TO BE PERFORMED

Vehicles are fueled at WCS owned sites at the following locations. All fuel sites have electronic fuel management systems and network / internet connectivity.

The following fueling sites are to be serviced under this contract:

Operations Complex

1030 Hill Road
Dalton, GA 30721

Diesel: 15,000 Gallon Tank
Unleaded Gasoline: 10,000 Gallon Tank

Westside Elementary School

1815 Utility Road
Rocky Face, GA 30740

Diesel: 10,000 Gallon Tank

North Whitfield Middle School

3264 Cleveland Highway
Dalton, GA 30721

Diesel: 10,000 Gallon Tank + 8,000 Gallon Tank

END OF SECTION

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SECTION 7.0
ADDITIONAL INFORMATION

Please include under this section any additional information that you feel we need to know to make the best decision. This would include any information you feel would differentiate you, your company, your services and / or your proposed solution from the competition.

END OF SECTION

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