



Floyd County Board of Commissioners

Invitation to Bid

(Bid No. 20-0818-1)

Unleaded 87 Octane Fuel and ULSD- Diesel Fuel w/additive and ULSD, No additive for Floyd County, Georgia

Issue Date: July 31, 2020

**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
#12 East 4th Ave. Ste. 106
ROME, GA 30161**

(706) 291-5118

FAX (706) 290-6099

INVITATION TO BID

Date Issued: July 31, 2020

Sealed bids from fuel suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, 12 East Fourth Ave, Suite 106, Rome, Georgia 30161 until **3:00 PM**, legally prevailing time on **August 18, 2020** for the purchase of:

**Unleaded 87 Octane Fuel and ULSD- Diesel Fuel w/additive and ULSD, No additive for
Floyd County, Georgia**

Bid# 20-0818-1

After the time and in the Purchasing Department Conference Room Suite 106, the bids will be publicly opened and read. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at www.romefloyd.com, or email at gillilandb@floydcountyga.org or you may get a copy in person at the Floyd County Administrative Building, Purchasing Department, 12 East Fourth Ave, Suite 106, Rome, Georgia 30161. Requests for documents should be filed promptly with the Floyd County Purchasing Department.

Contract, if awarded, may be on an “all or none basis” meaning that the bid will be awarded for all products to a single vendor if it is in the best interest of the County. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County’s best interests

**FULL BID PACKAGE MUST BE RETURNED IN SEALED ENVELOPE
CLEARLY MARKED**

SEALED BID

Unleaded Fuel and Diesel w/and without additive.

Bid# 20-0818-1

3:00 pm, 18 August 2020

**BILL GILLILAND, CPPB
PURCHASING DIRECTOR**

**FLOYD COUNTY GEORGIA
GENERAL TERMS AND CONDITIONS
INVITATION TO BID**

1. CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office. **Requests for interpretation or changes must be in writing** to gillilandb@floydcountyga.org directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5119 Fax (706) 290-6099.

2. FOB POINT: Bid Price to include delivery and unloading at the address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

4. BID ACCEPTANCE TIME: Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

5. BID IDENTIFICATION: All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope **BID NAME AND OPENING DATE.**

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 his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

7. BONDS: NOT REQUIRED FOR THIS BID

8. SITE INSPECTIONS: (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the delivery of goods and services. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

9. AWARD OF CONTRACT: 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 waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

9.1: The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

10. EXCEPTIONS TO SPECIFICATIONS: Any award 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 separate page if necessary and/or on the **BID SCHEDULE**. 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 bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

11. BID RESULTS: Interested parties may review and/or print **BID TABULATION** @ www.rome-floyd.com **24 hours after bid opening** or contact the Floyd County Purchasing Office should the tabulation not be available on the website.

12. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within **(30) thirty-days** receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: **Floyd County Purchasing, P. O. Box 946, Rome, Ga. 30162**

12.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department; |
| 2. Purchase order number; | 6. Item(s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction | 8. Bid price of each item or service with any discounts |

Invoices received with any of the required information listed above missing may not be considered as a “correct invoice”. All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect may be returned to vendor for correction.

12.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County authorized employee’s signature must appear on the delivery receipt or invoice.

12.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY cannot exempt others from tax.

12.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162

14. DISCOUNTS: Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of “**NOTICE OF AWARD**” together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder’s proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

16. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against “**ALL RISKS**”. Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker’s compensation and Employer’s Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a “**NOTICE OF AWARD**” being issued.

17. INCLUSION: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder’s proposal as additional cost items and accepted by the County at the time of the award and/or contract.

18. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

19. INDEPENDENT CONTRACTORS: The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

20. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of Floyd County.

21. STARTING TIME: The contract will commence immediately at the point that the contract is signed by both the county and the successful bidder or an action is taken by the County to engage the successful vendor.

22. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

23. TERMINATION: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract.

24. APPROPRIATION OF FUNDS: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

25. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

26. LIQUIDATED DAMAGES: NONE FOR THIS BID.

27. ANTI-DISCRIMINATION CLAUSE: "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

28. COMMODITY STATUS: It is understood and agreed that materials 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 FLOYD COUNTY.

29: CONTRACT ITEMS: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.

Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

30: CHANGES TO CONTRACT: No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT: Purchase Order or as specified by location

32: Bid Submissions: Submissions will include an original and 1 copy of the following documents:

CHECK LIST

- ___ **Bidders Declaration Page**
- ___ **Bidders Information Page**
- ___ **Certificate of Non Discrimination**
- ___ **Certificate of Non Collusion**
- ___ **Drug Free Workplace Certificate**
- ___ **W-9**
- ___ **Specification List(s) for Compliance and Exceptions and option pricing**
- ___ **Bid Page(s)**
- ___ **Addendums (If any)**

The documents above are included within this Invitation to bid. Addendums will be available when issued.



BIDDERS 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 may be withdrawn by requesting such withdrawal in writing at any time prior to 3:00 PM, August 18, 2020 but may not be withdrawn after such date and time.
- That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests
- That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.
- That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
P. O. BOX 946
ROME, GA 30162**

(706) 291-5118

FAX (706) 290-6099

BIDDERS INFORMATION

Date of Bid: 08/18/2020

Bid Name: Unleaded/Diesel Fuel Delivery.

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days Net _____ (discounts will apply if Procurement Card is accepted).

Procurement Card: Will you accept the VISA Procurement Card for this order without an additional fee? _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder. This _____ Day of _____, 202__

Prices to remain firm for the entire length of the contract. Vendor MUST initial here: _____.

Bidder Information
(Type or Print)

Name and Mailing Address
of where to send payments

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

() _____
Phone Number

() _____
Phone Number

() _____
Fax Number

Federal ID #

Name and Title of Person authorized to Sign:

Name _____

Title _____

Signature _____



CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER _____

SIGNATURE _____

TITLE _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd county; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response, and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	



**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BIDDERS ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

Signed this _____ day of _____ 202_____

Signature: _____

Title: _____

Company: _____

FUEL PRODUCTS BID INSTRUCTIONS

A. NOTICE TO BIDDERS:

All provisions of the “Notice to Bidders” and information contained therein shall be considered a part of these instructions.

B. BID SUBMISSION:

Bids shall be in accordance with the “Instructions to Bidders” and shall be properly submitted and include a non-collusion affidavit.

C. IDENTIFICATION OF BID:

Envelopes containing bid proposals must be sealed with the name and address of the bidder printed on the envelope along with the products being bid.

D. DELIVERY:

All fuel is to be delivered to the Floyd County Jail at 2526 New Calhoun Hwy N.E, Rome, Georgia 30161 or the Floyd County Public Works Department, 337 Blacks Bluff Road, Rome Georgia 30161. Delivery should be made within 24 hours of the request for fuel.

E. CONTRACT

This contract shall be effective for the period of November 1, 2020 through October 31, 2023, and may be renewed annually for an additional two years’ period or a total of Five years. Pricing markup must be maintained for the full term of the contract.

F. QUANTITIES:

The quantities indicated in the specifications are considered to be estimated requirements for the Twelve (12) month period from January 1, 2020 through December 31, 2020. The amount that is actually purchased may be more or less. Floyd County Government reserves the right to purchase quantities as operational needs demand without any penalty as per price quoted on the bid until the expiration of the contract term.

G. BID PRICE:

At the time of purchase the bid price per gallon shall be quoted as the low terminal wholesale price per Rack Rate at the time of delivery, plus markup, which should include profit and overhead, etc. as a single cost factor added to the rack rate price. Documentation to substantiate the wholesale price on the delivery date must be included on the Invoice. The delivery cost/overhead markup shall be maintained throughout the lifetime of the contract and the wholesale price charged will always be the daily low terminal Rack Rate price at the time of delivery for the particular date of purchase.

The total price to be quoted in any proposal submitted shall include all delivery charges and any taxes that are applicable. The vendor receiving the bid award must provide a

Federal Exemption Certificate to the Floyd County Purchasing Department. No separate charges or fees except those clearly stated in the bid will be allowed.

Any bidding firm must state whether or not their product will be delivered by their own trucks or by a hired company.

H. PAYMENT OF INVOICES:

Payment will be made after delivery and within **thirty (30) days** of receipt of an invoice including verification of terminal price.

I. CANCELLATION OF CONTRACT:

The Floyd County Board of Commissioners reserves the right to cancel this contract, in whole or in part, by giving the successful bidder thirty (30) days written notice.

J. PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall maintain, during the life of the contract, insurance coverage for its employees and any subcontractors in case of accidents involving bodily injury, accidental death, and property damage. The successful bidder awarded this contract will provide a copy of the certificate of insurance to the Floyd County Purchasing Department with Floyd County shown as the additionally insured. This coverage shall contain a \$2,000,000 umbrella and other minimum coverage as follows:

1. Bodily Injury Insurance
 - a. \$500,000 for injury/accidental death per person.
 - b. \$2,000,000 per accident.

2. Property Damage and Automobile Liability
 - a. \$500,000 per occurrence.

Special hazards shall be covered by rider(s) to the Public Liability and/or property damage insurance policy (or policies) furnished by the Vendor.

Estimated amount of fuel usage for 2020:

Fuel Types

- 87 Octane Unleaded +- 10% ethanol
- #2 Ultra Low Sulfur Diesel with additive.
- #2 Ultra Low Sulfur Diesel with no additive

Site 1 – Public Works – 337 Blacks Bluff Road Rome Ga

- 10,000 Gallon Steel, underground Unleaded Gas Tank
- 10,000 Gallon Steel, underground Diesel Tank

Site 2 – Floyd County Jail – 2526 New Calhoun Hwy Rome Ga

- 10,000 Gallon Fiberglass, underground Unleaded Gas Tank

Annual History of Gallon Usage

Year	Diesel	Unleaded PWC	Unleaded Jail
2018	105668	99474	141241
2019	104984	102680	145833
2020 estimate	110,000	110,000	150,000

Typical fuel loads per month

PWC Gas 1 Time
PWC Diesel 1 Time
Jail Gas 2 Times

Deliveries of fuel average 6000-7000 Gallons depending on tank balances.

Fuel Orders are done when a tank is between 2500 to 2000 Gallons depending on the days ahead, particularly long weekends and holidays

Tanks will not exceed 9000 gallons of fuel, otherwise they go into alarm

Each site has Automatic Tank Gauges monitored with VEEDERROOT and fuel levels are measured to 1/100 of an inch

Public Works needs a Bill of Lading and Invoice within 2 Business days of a load of fuel being delivered.

This is so we do not run out of fuel in Fuel Master and Faster Programs

A tank at 2000 gallons in the fuel programs will only last 4-5 days at best. Programs require an invoice, input the delivery

BOL is used to compare Net Gallons to Veederroot Stick readings. This often varies based on fuel temperature

BID PRICING SHEET

	(ULSD) Ultra Low Sulphur Diesel No Additive (Mar.- Oct.)	87 Octane Unleaded with 10% Ethanol	** (ULSD) Ultra Low Sulphur Diesel With Winter Additive (Nov. - Feb.)
Rack Rate At the Time of Delivery	_____	_____	_____
Cost per Gallon, Delivery & Markup	_____	_____	_____
Applicable Taxes (if any)	_____	_____	_____

Note: cost will be Rack Rate cost, plus delivery, overhead, profit, etc. stated as a single cost item.

The amount of each grade to be purchased would be based on weather conditions or needs at the time of purchase. In some instances, where specified, amounts may be blended as per order.

Date: _____

Company: _____

Signed: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Questions and Answers that may be considered before making an award.

1. Is the home office of your company in Floyd County? _____
2. How many years have you been in business? _____
3. Is product delivered by company owned vehicles or contract carriers? _____
4. In the event of a fuel shortage would Floyd County Government be considered a high priority customer? _____
5. Does your company offer additional products and services? _____

6. Does your company have on premises storage or are deliveries directly from the bulk terminal?

7. Would your company consider immediate payment with a credit card with no additional cost to Floyd County? _____
8. In the event of an urgent need for fuel, what would be the minimum time required for delivery?
