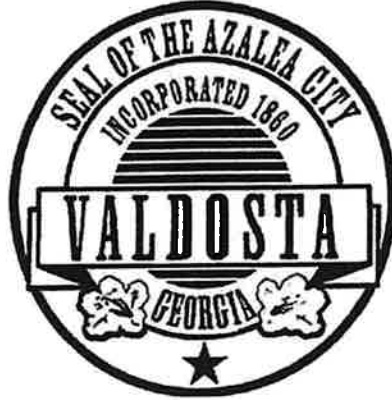


# INVITATION TO BID



PURCHASING DEPARTMENT

P. O. BOX 1125

216 E. CENTRAL AVENUE

SECOND FLOOR

VALDOSTA, GEORGIA 31601

BID# 14-25

FOR: Gasoline and Diesel Contract

BID OPENING DATE: April 8, 2025

TIME: 10:00A.M.

PURCHASING DEPARTMENT

(229) 259-3525

# NOTICE TO DEALERS/VENDORS

- 1 Any prices bid by dealer/vendor on any items offered to the City of Valdosta shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
- 3 The City of Valdosta reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specifications is not met by dealer/vendor.
4. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.
5. All shipping is to be FOB Valdosta, GA 31601 and included in total price unless otherwise stated in the bid document.
6. Please be aware that private and public mail carriers are not always reliable on next day delivery in our area. Please assure your response is sent in plenty of time to reach us. As you know, late responses are not acceptable. If you utilize the US Postal Service and mail your response to the physical address, the chances are high it will be diverted to our post office box so allow extra time for delivery. Private carries will deliver to the physical address but include "Purchasing, 2<sup>nd</sup> Floor" in your delivery address and be aware that although you pay overnight fees, overnight delivery is not always successful although you are told the delivery time will be met.

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Dealer/Vendor

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Authorized Agent

## GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish the City of Valdosta with the following requisitioned equipment, according to the attached. It is clearly understood that the following are minimum specifications and are made to show the exact quality through specifications of the equipment proposed.

The City of Valdosta reserves the right to accept any or all bids or to choose the bid considered to be in their best interest.

The final decision of purchase will be made upon the award of the City of Valdosta Mayor and Council if the item or items total are greater than \$25,000.

### Cooperative Procurement

By signing this bid package, Vendor agrees it will permit piggyback purchases to this bid/contract for other government entities where governmental discounts apply such as city, county, local authorities, agencies, non-profits, boards of education, or other governmental agencies not listed offering the same prices, terms, and conditions offered to the City of Valdosta. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following award date, or during renewals or extension periods of the contract. Also, the piggybacking will only be for the item(s) in the original bid/quote as they are specified with the exception of very minor changes. Changes such as engine size, pump size, different body style, etc. will not be allowed. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

**Be sure to put the Bid Number on the outside of your return envelope.**

Please view the City Website at [www.valdostacity.com/finance/purchasing](http://www.valdostacity.com/finance/purchasing) for other bid opportunities

## INSTRUCTIONS TO BIDDERS

1. Proposals must be made upon the form of the proposal attached hereto. They must be enclosed in a sealed plain envelope, with the bid number written on the outside of envelope and endorsed with the title of the proposal and must be filed with the Purchasing Agent of the City of Valdosta, located at 216 E. Central Ave 2nd floor. In the event you choose to mail your proposal, it should be mailed to Teresa Davis, P.A., P.O. Box 1 125, Valdosta, Ga. 31603. Failure to follow these instructions will result in an automatic disqualification.
2. No bidder will be allowed to withdraw his proposal for any reason whatsoever after the bids have been opened.
3. The specifications represent the minimum general size, weight, capacity, and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted shall not be subject to correction or alteration after the bid has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. The City of Valdosta reserves the right to evaluate any or all bids, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300- I .
5. It is expressly understood by the bidder that written notice of the award or purchase order by the City of Valdosta will constitute an agreement and consummate the transaction and will serve together with the proposal, the advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties.
6. The bidder agrees that the City of Valdosta reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.
7. Specifications referred to minimum, therefore unless otherwise indicated by the bidder, the city will assume proposals meet or exceed all specifications.
8. The names of a certain brand, make or definite specifications are to demote quality standard of the article desired, but do not restrict bidders to be specific brand, make or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired.
9. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The City of Valdosta reserves the right to reject all bids as appears in its own best interest and to waive technicalities. In cases of a tie, the bid in the best interest of the city will be awarded.

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Owner, Partner or Officer of Firm

\_\_\_\_\_  
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Valdosta or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Valdosta 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 \_\_\_\_\_

# VALDOSTA

A City Without Limits

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name:

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Contractor's Name:

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### City of Valdosta Georgia Contractor Affidavit

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. S 1310-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Valdosta, Georgia has registered with and is participating in a federal work authorization program\* , 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 the City of Valdosta, Georgia, the Contractor will secure from 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 to maintain records of such compliance and provide a copy of each such verification to the City of Valdosta Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify TM User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent (Contractor Name)

\_\_\_\_\_  
Title of Authorized

\_\_\_\_\_  
Date Agent of Contractor

\_\_\_\_\_  
Officer or

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025

[NOTARY SEAL]

Notary Public  
My Commission Expires:

\*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 Contract Act of 1986 (IRCA), P. L. 99-603

## SPECIFICATIONS

It is the intent of these specifications to furnish the City of Valdosta with Gasoline and Diesel Fuel for a specified period. These are minimum specifications, and all exceptions should be written on your company letterhead. Please return this complete document, exceptions, and your proposal to this office. Vendor agrees to also offer same pricing and terms to any fully or partially funded City of Valdosta entity such as the Airport, Industrial Authority, Convention and Visitors Bureau, etc.

### SPECIAL TERMS AND CONDITIONS:

1. Bid evaluation will be made on the following criteria:
  - a. Purchase price (OPIS plus margin).
  - b. Capability of vendor to fulfill requirements of the bid.
2. The City of Valdosta desires to have one vendor to supply gasoline and diesel fuel upon demand. Currently, the City uses approximately 85 transport loads a year. This is an estimate, and the total gallons are not guaranteed. Vendor must be able to supply premium unleaded, regular unleaded with and without ethanol, ultra-low and high sulfur diesel, and any other standard grade.
3. The contract shall be for one year starting July 1, 2025 and ending June 30, 2026. The City, if in their best interest may elect to extend this contract for a (4) four, (1) one year periods if pricing does not change and service is acceptable.
4. The contract may be terminated by the City with (15) fifteen days written notice for failure to deliver, delivery of wrong product, late deliveries, and any other reason that the City deems justifiable.
5. Vendors are to quote a fixed rate of overhead. This will then be added to the average gross price published in the OPIS Daily Report for the Albany, GA terminals. You must send a copy of the OPIS report for that day as well as your invoice so that accounting staff can check the margin. In the event that the Albany, GA terminals are out of product or supplier is out of allotment, awarded vendor must go to an alternate terminal even if terminal is located in another state to fulfill the order time frame to assure delivery of product. The City will be as flexible as possible but the City knows when we are at a critical point of requiring fuel.
  - 5.1 Margins that are bid may be positive or negative and need to be marked as such.
  - 5.2 Products will be billed as net gallons that are on the bill of lading.
  - 5.3 Taxes shall not be added into the bid price but the City will pay all current Gust and Lust rates on all products. Also, all other applicable gas and diesel taxes will be line item invoiced.

6. Deliveries will be made within 18 hours after order is placed or by 10:00 AM the next day unless prior arrangements have been made. Typically, orders are placed by 4:30 P.M. the afternoon before the delivery is expected. You must have a toll free number for placing orders. Orders that cannot be filled in a timely manner which result in the City having to order from a different company may be held responsible and required to pay the difference in the contracted price and the pricing offered from a non-contracted vendor at the City's discretion without vendor dispute.
  - 6.1 A copy of the bill of lading and company delivery ticket will be left at each location after a delivery is made with a City of Valdosta employee signature.
  - 6.2 Driver must notify personnel that they are there and gauge all tanks that are going to receive fuel before and after delivery and record on company delivery sheet.
7. Deliveries will be made to three locations:
  - 7.1 City of Valdosta Maintenance Center located at 1015 Myrtle St, Valdosta, GA 31601.
    - 7.1.1 The majority of loads are delivered to this location. Deliveries to this location will be made in (2) two 8,000 gallon Ultra Low Sulfur Diesel tanks and (2) two 10,000 gallon gasoline product tanks. Product may be gravity dropped from truck. It is recommended that each vendor visit the site before bidding. Demurrage charges will not be allowed nor paid for supplying fuel to this site only. Gas and diesel drops are approximately 45 feet apart.
  - 7.2 City of Valdosta Water Plant (not sure on fitting size) located 663 Guest Road, Valdosta, GA 31605 and The Mud Creek Waste Water Treatment Plant (2" inside diameter male) located at 1638 New Statenville Hwy., Valdosta, GA 31606
    - 7.2.1 Deliveries to each of these location will be made in (2) two 8,000 gallon above ground High Sulfur Diesel tanks. Product must be pumped off into tanks with PTO driven pump. Vendor is responsible for making sure the truck has the proper fittings and hoses to off-load product.
  - 7.3 Vendor is liable for any spills and clean-up cost associated with deliveries made to the above mentioned facilities. Drivers are to be trained to clean up hazardous material spills and supplied with the items needed (absorbent pads, etc.) Vendor is responsible for disposing of any clean up materials.
- 8 Vendor is to have insurance on all motor vehicles in their fleet in accordance with all Federal, State and local laws. Minimum coverage shall be \$1,000,000.00 on each incident before entering City property. Also, vendor shall be a licensed carrier for hazardous materials, registered and in good standing with the Department of Transportation.



9. Vendor agrees to furnish product to any City funded entity for the same rates and margins as provided to the City and to provide additional petroleum products as requested for the same freight rates (gas and diesel).
  
10. In cases of emergencies due to pipeline problems, brand shortages or allocations, weather conditions, and other problems, the City as a governmental entity expects preferential treatment as we are responsible for providing public safety services to our citizens on a 24/7 basis. Also, the City School system utilizes our facilities.

Please list three references that are governmental accounts with similar purchase volume in the Southeast.

Entity Name	_____	_____	_____
Contact	_____	_____	_____
Phone	_____	_____	_____
Email	_____	_____	_____
Annual Volume	_____ <u>Loads</u>	_____ <u>Loads</u>	_____ <u>Loads</u>

PROPOSAL

Bid will be awarded on an all or none basis. High sulfur diesel will not be figured into award since only minimal amounts are required. The lowest responsible bidder while looking at past service will then be awarded. Successful vendor will be able to supply all products requested with the same margins (gas and diesel) including non-ethanol products and other products not listed in this bid and make deliveries in a timely manner. Please fill in the overhead (profit and freight per gallon) price that you wish to bid in the blanks below. It is mandatory that your company be willing to credit the City the Federal Tax Credit per gallon on ethanol purchases or any other credits if available.

REGULAR UNLEADED OVERHEAD WITH ETHANOL BLEND \_\_\_\_\_

- (With a Maximum of 10% Ethanol)

ULTRA LOW SULFUR DIESEL OVERHEAD \_\_\_\_\_

ULTRA LOW SULFUR DYED OVERHEAD \_\_\_\_\_

SPLIT LOAD CHARGE \_\_\_\_\_

I agree to pass future Federal Tax Credit rebate to the City if they arise. Yes \_\_\_\_\_ No \_\_\_\_\_

PLACING ORDERS

Phone number: \_\_\_\_\_ Must be Toll Free Number

Contact (print): \_\_\_\_\_

**PLACING ORDERS**

Phone number: \_\_\_\_\_

Contact Representative (Print) \_\_\_\_\_

**COMPANY INFORMATION**

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Phone Number (24 hours): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

E-Verify Number: \_\_\_\_\_ (include a copy of your printed form with bid)

Federal ID Number: (include a printed copy with your bid package)

\_\_\_\_\_

Will you accept a City Credit Card for payment? Yes/No Have you or are you currently  
debarred from performing any work for any governmental entity? es No Payment is  
usually made within 30 days but at times may go longer.

## COMPANY INFORMATION

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMERGENCY PHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

E-VERIFY NUMBER \_\_\_\_\_ (Include completed form provided in bid)

FEDERAL ID NUMBER: \_\_\_\_\_ (Include completed form in bid)

Will you accept a City Credit Card for Payment? Yes/No

Have you or are you currently debarred from performing any work for any Governmental Agency? Yes/No

Payment is usually made within 30 days but at times may go longer.

## PLACING ORDERS

PHONE NUMBER: \_\_\_\_\_

CONTACT REPRESENTATIVE (PRINT): \_\_\_\_\_