

# TANEY COUNTY MISSOURI

Purchasing Department 132 David Street / P. O. Box 1630 Forsyth, Missouri 65653

SOLICITATION TITLE: Gasoline & Diesel Fuel RFB #202303-526

**SOLICITATION TYPE:** 

(•	<ul><li>) = Full / Formal Bid for Products or Materials ONLY.</li></ul>
(	) = Full / Formal Bid for Products and Services.
(	) = Full / Formal Bid for Services ONLY.
(	) = Full / Formal Request for Proposals.
(	) = Full / Formal Request for Qualifications.

#### **SCHEDULE & DEADLINES:**

March 11, 2023 – April 10, 2023 Proposal Release Date / Advertising Period

March 31, 2023 at 5:00 PM Deadline For Submitting Questions

April 10, 2023 at 5:00 PM Closing Date / Time

April 12, 2023 at 10:00 AM Opening Date / Time

Responding Vendor / Company Name City / State

SECTION	TABLE OF CONTENTS	PAGE
	Cover Sheet. Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents	1
	Bid Title, Submission Locations, and Vendor Information Form	2
	Introduction & Basic Processing Information	2
1	Instructions and General Conditions	3-6
2	Specifications / Bid Response Pricing	6-9
3	Standard Terms and Conditions	10
4	Final Compliance Checklist / No Bid Response Form	11

Request for Bid Title: GASOLINE & DIESEL FUEL

PLEASE MARK YOUR ENVELOPE "SEALED BID #202303-526" RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

Bid Submission

Location / Mail Address: Taney County Purchasing Department (Second Floor)

P. O. Box 1630 (PO Box MUST be used for U.S.P.S .delivery.)

132 David St. (Physical Address **MUST** be used for Courier delivery.)

Forsyth, MO 65653

**Bid Opening** 

Location / Address: Taney County Commission Hearing Room (Old Courthouse)

Forsyth, MO 65653

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein *or* to offer a "No Bid."

**Bidder is REQUIRED** to complete, sign and return this form with their submittal to our solicitation as well as <u>initial all pages</u>. \*An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name		Authorized Person	(Print)	
Address		*Signature		
City / County / State / Zip		Title		
Telephone # Fax #		Date	Tax ID #	
*E-mail (MUST be legible.)		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)		

#### **INTRODUCTION & BASIC PROCESSING INFORMATION:**

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S. All formal invitations for bid are handled by the Taney County Purchasing Department. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in Section 2. Specifications.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.22 for the process to submit questions.

Page 2 of 11 Bidder's Initials \_\_\_

Section #1 includes instructions, conditions, guidelines, requirements and other key factors.

Use a checkmark (✓), in the box adjacent to the section number, in order to acknowledge each of the following items. Any item unchecked in this section, will be considered non-responsive and may be disqualified.

#### Section 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1

Sealed responses may be submitted to the Taney County Purchasing Office until the solicitation closing date and time indicated herein, subject to Instructions and General Conditions and any special conditions.

1.2

Closing: Sealed Responses must be delivered before "Closing Date/Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.

1.3

United States Postal Service ("U.S.P.S.") WARNING: Because there is no mail delivery service at our offices, we **strongly** discourage bidders from using the U.S.P.S. If a Bidder elects to use the U.S.P.S., do **NOT** send "return receipt requested." The Post Office only recognizes the P.O. Box address. Other delivery services require the physical address. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Purchasing Department. Courier or hand delivery is recommended.

1.4

Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.

1.5

Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.

1.6

Award/Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.

1.7

Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Taney County Commission.

1.8

Sealed & Marked: Responses must be submitted in a sealed envelope identified with the bid number and dates of closing & opening. List the bid number on the outside surface of the box or envelope and note "Response to Request for Bid enclosed" with a return name & address. No fax or electronic transmitted responses will be accepted.

Page 3 of 11 Bidder's Initials \_\_

1	.9		

Bidder Expenses: This County is not responsible for any expenses, which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.

# 1.10

Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of *or* from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.

# 1.11

Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.

### 1.12

Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.

### 1.13

Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.

### 1.14

Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Taney County will process payment in full. Invoices need to be issued and mailed to the requesting department - not Purchasing.

### 1.15

Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.

### 1.16

Any award agreement shall take effect upon the approval by the Taney County Commission.

# 1.17

Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.

### 1.18

Direct Email Address: An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors. Please do not call for results.

### 1.19

Results are always posted at: www.taneycounty.org

# 1.20

All questions for this solicitation must be submitted by the time indicated on page 1. Questions must be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at: nikki.lawrence@taneycountymo.gov

Page 4 of 11

Bidder's Initials \_\_\_\_\_

1	.21	

If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications.

# 1.22

Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.

### 1.23

Addenda are valid only if in writing and issued by the Taney County Purchasing Department.

# 1.24

Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe.

# 1.25

When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.

### 1.26

Any necessary Addendum will be posted on the Taney County website with the original solicitation. An indication will be in red and placed at the end of the affected proposal.

### 1.27

Award of Contract: Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.

# 1.28

Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFP and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: \_\_\_\_" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.

# 1.29

Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."

Page **5** of **11** Bidder's Initials \_\_\_

1	.30	

Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <a href="www.taneycounty.org">www.taneycounty.org</a>. (Purchasing Department Page.) If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.

# 1.31

Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.

# 1.32

Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Taney County, Missouri.

# 1.33

Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.

# 1.34

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

### 1.35

Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Taney County Clerk's Office (417-546-7202) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

#### Section 2. SPECIFICATIONS

The Taney County Purchasing Department will accept and review responses to this RFB in an effort to complete the purchase of:

Unleaded gasoline & diesel fuel furnished to Taney County Road & Bridge Department.

For questions concerning the below listed specifications, or any other technical questions, please feel free to contact:

Department Contact:
Devin Huff, Administrator
Taney County Road & Bridge
417-546-7268 (off) / 417-527-2733 (cell)
devin.huff@taneycountymo.gov

Page 6 of 11 Bidder's Initials \_

Please check (✓) off the appropriate box to indicate compliance with the specifications. The County will always look for 100% COMPLIANCE. These "SPECIFICATIONS" and "STANDARD TERMS AND CONDITIONS" are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All "D" check (✓) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

C = Comply with item. (In some cases this will serve as a simple acknowledgement.)
D = Do not / cannot comply with item.

С	D		
_	_	2.1	Recognizing the fact that distributors cannot guarantee a fixed price for an extended length of time, Taney County will receive bids for gasoline and diesel fuel that reflect a cost plus proposed markup using the "Daily OPIS Rack Average" on the morning of: Wednesday, March 29, 2023.
		2.2	All pricing MUST remain in effect, available without increase, for a minimum of twelve (12) months from the date of award.
	_	2.3	The actual bid for gasoline and diesel fuel will be for how much money, in cents and fractions of cents, the distributor will sell for over cost.
		2.4	Distributors are requested to exclude all applicable taxes for bidding purposes.
		2.5	A copy of the prices paid to manufacturer by distributor is REQUIRED.
_	_	2.6	Price increases will be recognized only when accompanied by a copy of the letter received from manufacturer to distributor stating effective date and amount of increase. Said increases will be processed, as listed above, in conjunction with Purchasing.
		2.7	Proposed markup to Taney County should be expressed in money amounts.
		2.8	If it is your desire to bid two and one half (2 1/2), the amount should be expressed .025.
	_	2.9	There will be an initial twelve (12) month agreement which may be renewed for three (3) one-year periods.
	_	2.10	Bids may be awarded for each group listed. Taney County reserves the right to reject any and or all bids and to waive any and or all technicalities.
	_	2.11	All deliveries are to be made freight paid, and must have a delivery ticket stating type, quantity, and price. Deliveries may only be made during business hours. Delivery ticket must be signed at time of delivery. County facilities are closed after 5 pm. (Delivery hours are: 8:00 AM – 5:00 PM).
		2.12	Deliveries should be made within 24 hours of when we place an order.
		2.13	It is <b>mandatory</b> to include the following FULL BID NUMBER of #202303-526 on every delivery ticket.
		2.14	Average load sizes for midgrade, and diesel are 6000 to 7000 gallons.
		2.15	It is acceptable to combine gas and diesel on one truck for delivery.
_	_	2.16	A pump is required for all of the tanks at all three locations. (Delivery services must have their own pump.)
		2.17	Conventional 87E-10 gasoline is acceptable.
		2.18	Delivery may be split between locations. A semi transport can deliver to all three (3) locations.
		2.19	Pricing as quoted within this bid MUST include delivery to all three locations as listed below. Full

Page 7 of 11

Bidder's Initials \_\_\_\_\_

Taney County Courthouse – 132 David Street, Forsyth, Missouri 65653 Mt. Branson Shop – 1377 State Hwy 76 Branson, Missouri 65616 Buchanan Rd. Shop – 274 Buchanan Rd. Branson, Missouri 65616 Hilda Shop – 195 Gilbert Lane Hilda, Missouri 65680

	FUEL TYPE	LOCATIONS	*ESTIMATE D GALLONS PER MONTH	TANK SIZE (Gallon s)	NUMBER of TANKS
	Diesel Fuel #2 Clear (Bob Tail/Tank Wagon Truck Required)	Mt. Branson	1,600	2,000	1
87E-10	Unleaded 89 Octane Gasoline (Bob Tail/Tank Wagon Truck Required)	Mt. Branson	500	2,000	1
	Diesel Fuel #2 Clear	Buchanan Rd.	1,600	5,600	2
87E-10	Unleaded 89 Octane Gasoline	Buchanan Rd.	500	4,500	1
	Diesel Fuel #2 Clear	Hilda	2,100	5,000	2
87E-10	Unleaded 89 Octane Gasoline	Hilda	600	5,000	1
	Diesel Fuel #2 Clear (Bob Tail/Tank Wagon Truck Required)	Courthouse	Varies	2,500	1

<sup>\*\*</sup> It is County's intention to purchase specified fuel at the distributor cost plus a reasonable markup.

#### 2.20 **Pricing Table**: All prices MUST include delivery per the below table.

	DIESEL FUEL #2 CLEAR	BID COST	
A.	A. Distributors Current Cost Per Gallon		
B.	Proposed Markup for Taney County		
C.	Total Cost Per Gallon for Taney County		
	UNLEADED 89 OCTANE GASOLINE	BID COST	
A.	Distributors Current Cost Per Gallon		
B.	Proposed Markup for Taney County		
C.	Total Cost Per Gallon for Taney County		

Page 8 of 11 Bidder's Initials \_\_\_\_

<sup>\*\*</sup>It will be necessary to furnish the distributors cost with all gasoline and diesel fuel Bids.

<sup>\*\*</sup>Failure to indicate cost in each of the areas below - will result in a determination of "Non-Responsive".

OTE: Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for juries against persons or damage to property which may arise from or in connection with the performance of the bject matter of the request for bid: (1) workers' compensation insurance for all employees as required by starw; (2) comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence are,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (atomobile liability insurance during the term of the Agreement not less than \$2,000,000 per occurrence are,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to prote emselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during term of the Agreement in an amount which will adequately cover the potential loss or damage to such the supplies of the insurance requirements. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements.
bject matter of the request for bid: (1) workers' compensation insurance for all employees as required by states, (2) comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence are,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (atomobile liability insurance during the term of the Agreement not less than \$2,000,000 per occurrence are,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to prote emselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during term of the Agreement in an amount which will adequately cover the potential loss or damage to successive.

Bidder's Initials	

#### 3. STANDARD TERMS AND CONDITIONS

_	_		
C —	D 	3.1	The awarded bidder shall furnish the goods or services described in Section 2. Specifications.
_	_	3.2	All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.
		3.3	The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response.
_		3.4	Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.
		3.5	Include an updated W-9 form with company information and signature, with formal, legal, company name.
		3.6	The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
		3.7	Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.
		3.8	When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
		3.9	The delivery date shall be identified by specific date, unless otherwise indicated.
_	_	3.10	The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
_	_	3.11	The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should b directed to the Purchasing Department.
		3.12	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
_	_	3.13	Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification.
_		3.14	<u>Cooperative Procurement:</u> The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Taney County, Missouri.  Yes  No

Page 10 of 11

Bidder's Initials \_\_\_\_\_

#### 4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to insure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with <u>all</u> of the below listed requirements or it may <u>not</u> be included for consideration. <u>Use a checkmark (/) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.</u> Please call or email me with any questions pertaining to these requirements or any other written instructions.

Nikki Lawrence, Director of Purchasing
Office: 417-546-7281 / FAX: 417-546-3931
nikki.lawrence@taneycountymo.gov

 $(\checkmark)$  = Acknowledge intent to comply with the following item:

ITEM #	FINAL COMPLIANCE CHECKLIST	<b>(√)</b>
6.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
6.2	No fax or electronic transmitted proposals will be accepted.	
6.3	Please include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent post-award Agreement.	
6.4	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	
6.5	Un-readable responses, including an unreadable email address, WILL disqualify.	
0.0	Submit the original bid response plus three complete copies of the bid response. Please indicate copies versus original. One sided copies <u>ONLY - no</u> double-sided responses.	
6.7	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.	

NO BID RESPONSE FORM: Completion of this form is optional and is included within solicitations as an additional tool to improve future solicitation processes. If you, or your company, have decided not to participate and *not* offer a proposal, please complete the below form and return it to the Purchasing Department by email.

#### RFB #202303-526 Gasoline & Diesel Fuel

Business Name:						
Address:						
Telephone:						
Contact Person:						
Date:						
Reason(s) for not Submitting:						
Would you like to be removed from our list(s) for future proposals/bids? (Yes orNo.)						

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Page 11 of 11 Bidder's Initials \_\_\_\_



#### Taney County, Missouri RFB #202303-526 Gasoline & Diesel Fuel Addendum March 15, 2023

This addendum is issued under <u>Section 2. SPECIFICATIONS</u>, on pages 6-9 of our solicitation #202303-526. This document is now hereby incorporated into and made a part of the complete formal bid document package. Bidders are being reminded that receipt of this addendum must be <u>acknowledged either within their bid responses package</u>, or by email.

The Taney County solicitation for Gasoline & Diesel Fuel requirements & specifications are unchanged except as set forth herein, otherwise remaining in full force and effect.

Please note that the **RED** verbiage below, is indicative to the change:

i	DIESEL FUEL #2 CLEAR	BID COST
A.	Distributors Current Cost Per Gallon	
B.	Proposed Markup for Taney County	
C.	Total Cost Per Gallon for Taney County	
	UNLEADED 89 OCTANE GASOLINE	BID COST
A.	Distributors Current Cost Per Gallon	
B.	Proposed Markup for Taney County	
C.	Total Cost Per Gallon for Taney County	
	WINTER BLEND	BID COST
A.	<b>Distributors Current Cost Per Gallon</b>	
B.	Proposed Markup for Taney County	
C.	Total Cost Per Gallon for Taney County	

Nikki Lawrence, Director of Purchasing 132 David Street / P.O. Box 1630, Forsyth, Missouri, 65653 Telephone: (417)546-7281

nikki.lawrence@taneycountymo.gov

BIDDER has examined copy of this Addendum to RFB #202303-526, receipt of which is hereby acknowledged:

Company Name:	Address:			
Phone Number:	E-mail address:			
Authorized Representative Signature:				
Date:				
Authorized Representative Printed Name: Acknowledgement of this addendum may also				