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**WALLACE COMMUNITY COLLEGE - DOTHAN**

**BID #: 1635**

**Fuel**

**Issue Date: Tuesday, December 10, 2024**

**Due Date: January 14, 2025 at 2:00 PM CST**

**Mail or Submit to:**

Wallace Community College – Dothan

Business Affairs Office

1141 Wallace Drive

Dothan, AL 36303

**Direct all bid inquiries to:**

Lauren Tidwell

Administrative Assistant to the Dean of Business Affairs

Phone: 334-556-2288

Email: ltidwell@wallace.edu

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**BID INSTRUCTIONS**

ADMINISTERED BY:

Mr. G. Keith Phillips, Interim President

Marc Nicholas, Dean of Business Affairs

1. The price(s) submitted should include any associated costs such as any labor, equipment, transport/delivery charges, training materials, etc.
2. No price shall include state tax or federal excise tax. Exemption letter furnished upon request.
3. All forms must be completed in ink and signed/initialed/notarized/witnessed where required. Pencil will not be accepted.
4. Must be submitted in a sealed envelope using the forms provided and clearly indicate the bid number, bid name, and opening date on the outside of the return envelope.
5. If a requested item or service cannot be furnished as specified, a substitute may be made by giving full description of the item or service being bid.
6. Correction of errors in evaluation factors will not be allowed after bid opening. However, the College reserves the right to waive or allow correction of technical errors in accordance with Alabama Code, Section 41-4-132.
7. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) requires that, as a condition for the award of a contract by a government agency to a business entity or employer with one or more employees working in Alabama, **the business entity or employer must provide documentation of enrollment in the E-Verify program**. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the Federal website [www.e-verify.gov](http://www.e-verify.gov). The Alabama Department of Homeland Security <http://immigration.alabama.gov> has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employee Identification Number (EIN) also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account. **The contractor’s E-Verify Memorandum of Understanding must be supplied before contract award.**

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**BID AGREEMENT**

ADMINISTERED BY:

Mr. G. Keith Phillips, Interim President

Marc Nicholas, Dean of Business Affairs

1. **OBJECTIVE**

Wallace Community College – Dothan (WCCD) is soliciting bids from licensed and experienced dealers to provide diesel and gasoline to the college.

1. **GENERAL VENDOR REQUIREMENTS**

The successful bidder must:

1. Have sufficient capability and capacity to provide the full scope of services requested herein.
2. Provide all materials and supplies necessary to perform the Contract.
3. Provide necessary vehicle, liability and workman’s compensation insurance as currently required by Alabama statute.
4. Agree to hold Wallace College harmless to all claims, loss, or liability with regard to the destruction of property or the injury of persons in the service area.
5. Provide a point-of-contact to act as contract manager to ensure compliance with contract provisions.
6. Attend meetings as needed with College representatives, which may include a pre-bid meeting, pre-contract meeting, and occasional resolution/clarification meetings. The date, time and location of these meetings will be provided as scheduled.
7. Expectation for delivery during normal business hours is within two (2) business days of notice.
8. **SPECIFICATIONS**
9. The Diesel Tank will hold: 1000 Gallons
10. The Gasoline Tank will hold: 1000 Gallons

**PRICING:\_TRANSPORT LOADS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CENTS PER GALLON ABOVE OPIS**

Amount of Bid – (Markup)

All Grades Unleaded Gasoline $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Per Gallon)

Amount of Bid – (Markup)

Ultra-Low Sulfur Diesel without Additive $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Per Gallon)

Amount of Bid – (Markup)

Ultra-Low Sulfur Diesel with Additive $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Per Gallon)

**PRICING: SHORT LOADS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CENTS PER GALLON ABOVE OPIS**

Amount of Bid – (Markup)

All Grades Unleaded Gasoline $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Per Gallon)

Amount of Bid – (Markup)

Ultra-Low Sulfur Diesel without Additive $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Per Gallon)

Amount of Bid – (Markup)

Ultra-Low Sulfur Diesel with Additive $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Per Gallon)

1. **SPECIFICATION VARIATION**

Please list below any variations from the stated specifications and the associated price:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **EVALUATION FACTORS**
2. PRICING: Bidders should submit pricing that fully considers all aspects of Sections C and D. The pricing should not include sales tax and should include all applicable costs such as labor, equipment, materials, transport/delivery charges, fuel cost, training materials, etc. Bidders should consider any possible fluctuation of these applicable costs in the bid pricing.
3. SERVICE AND FLEXIBILITY:

Wallace Community College – Dothan expects delivery during normal operating hours within two (2) business days of notice.

Typical delivery timeframe for urgent fuel in-stock supply orders \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. EXPERIENCE AND REFERENCES: Vendor shall demonstrate experience with public and/or private sector clients of similar scope and size to the College by providing at least three (3) references using the enclosed Vendor Reference Form.

**Failure to provide responses to the Evaluation Factors above may result in a bid package being declared nonresponsive.**

1. **EVALUATION SCALE**

The bid providing the best overall service and cost to the College will be awarded the contract using the following evaluation criteria:

1. Pricing of specified services 50%
2. Service and flexibility 25%
3. Experience and references 25%

Total: 100%

Proposals will be ranked in order from least cost/most beneficial to the College to the highest cost/least beneficial to the College in each attribute. Review for item (1) will be numerical and based solely on proposed prices. Review for item (2) and (3) will be subjective and based on the information provided by the bidder.

1. **BID SCHEDULE**

The table below shows the intended schedule for this bid, which the College will make every effort to adhere to.

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Day, Date and Time** |
| Issue Bid/RFP | The College | Tuesday, December 10, 2024 |
| Submit Written Questions | Vendor | Thursday, January 2, 2025  |
| Response to Written Questions | The College | Thursday, January 9, 2025 |
| Submit Bid/Proposal | Vendor | January 14, 2025 by 2:00 PM CST |
| Bid Award | The College | TBD |

1. **BID QUESTIONS**

Upon review of the bid documents, Vendors may have questions to clarify or interpret the bid in order to submit the best bid possible. Vendors should submit any such questions by the above due date. Written questions should be emailed to ltidwell@wallace.edu by the date/time specified above. Vendors should enter “Bid #1630: Questions” as the subject for the email. Questions should include reference to the applicable bid section.

Questions received prior to the submission date, the College’s response(s), and any additional terms deemed necessary by the College will be posted in the form of an addendum to the College’s Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> and shall become an Addendum to this bid. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with the bid, should be considered authoritative or binding. Vendors should rely only on written material contained in an Addendum to this bid.

1. **BID SUBMITTAL**

Vendors shall bear the risk for late submission due to unintended or unanticipated delay, or technical issue. It is the Vendor’s sole responsibility to ensure its proposal has been received by the College by the specified date and time of opening. Any bid received or attempted to be submitted after the deadline will be rejected.

All bids should be submitted in a ***sealed*** envelope with the bid number, bid name, and opening date clearly marked on the outside of the envelope. Bids can be submitted by mail or in person at Wallace Community College – Dothan, Business Office, 1141 Wallace Drive, Dothan, AL 36303.

Critical updates may be included in Addenda to this bid. It is important that all participating Vendors periodically check the College’s Bid Solicitation webpage <https://www.wallace.edu/about/bid-solicitation/> for any Addenda that may be issued prior to the proposal due date. All Vendors shall be deemed to have read and understood all information in this bid and all Addenda thereto. Bid submissions shall be in accordance with the terms and conditions herein and any addenda issued hereafter.

1. **BID SUBMITTAL CONTENTS**

Below are the requirements necessary for a complete bid packet. These requirements include any authorized signatures where requested. Vendor submissions should include the following items and should be arranged in the following order.

1. Bid Agreement: The Bid Agreement must include all pages of this bid document.
2. Vendor Contact Form: Include company name, physical address, mailing address, company phone number, the authorized representative’s name, title, direct phone number and email address.
3. Disclosure Statement: Completed, signed, and notarized.
4. Beason-Hammon: Completed, signed, and witnessed.
5. W9 Tax Form: Completed and signed.
6. Vendor’s E-Verify MOU: Provide a copy of E-Verify Memorandum of Understanding as detailed on pg. 2.
7. **CONTRACT DURATION**

The terms of the Contract shall begin at the time of contract award. The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the “Effective Date”). At the end of the Contract’s initial term, the College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for three (3) additional one-year option periods. The College will notify the Vendor of its intent to exercise the option to renew by the end of the then-current term. The Vendor can choose to reject any of the option periods, in which case the College will solicit new bids. If the Vendor chooses not to enter into an option period, the services shall continue at the stated terms until the end of the then-current term.

1. **FINANCIAL TERMS**
2. The Vendor should only accept and process sales orders that are accompanied by a Purchase Order. The College is not financially liable for orders that are not pre-approved through the Purchase Order process.
3. Payment to the Vendor will be made after the completion of each order/service and after submission of an invoice by the Vendor. The Vendor shall provide any administrative documentation required such as disclosure statements, tax identification forms, etc. necessary for the successful processing of payment.
4. The standard arrangement for invoicing shall be single invoices, meaning the Vendor shall provide the College with an invoice for each separate order. Invoices must include specific line-item information, which includes separate line items for each charge, to allow the College to verify that invoiced pricing matches the pricing established through this bid.
5. **TERMINATION**

The College reserves the right to terminate the Contract for non-performance should the Vendor not meet the criteria of the Contract. If the Vendor does not meet the Contract requirements, the College will issue a cure notice specifying the deficiencies and allowing a time for correction (normally 10 days). If the deficiencies are not corrected in the time frame specified, the College may terminate the Contract. Either party reserves the right to terminate this contract with a 90-day written notice. If either party chooses to terminate this contract, the agreed upon services should continue at the terms specified herein throughout the termination period.

1. **RIGHT TO AWARD**

The College reserves the right to award this contract or any portion of this contract to a successful bidder, to negotiate with any or all bidders, to reject, accept and/or reconcile technical errors and to make any other decision which is considered in the best interest of the College in accordance with the provisions of The Code of Alabama 1975, Section 41-4-132. This contract will not be awarded solely on the basis of lowest price offered, but on the best overall value, quality and timeliness for the College.

1. **ACKNOWLEDGMENT/CERTIFICATION**

By executing this Bid Agreement, the undersigned certifies to all of the following and acknowledges the contract may be declared void if it is discovered these certifications are false:

1. In compliance with Alabama Code 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person of an entity based in, or doing business with, a jurisdiction with which this State can enjoy open trade.
2. As required by Alabama Code 41-4-142, the undersigned certifies to the best of the vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
3. As required by Alabama Code 41-4-142, the undersigned certifies that it, its contractors, or affiliates are appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax.
4. As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the undersigned vendor certifies that it, and each of its sub-contractors for any contract awarded as a result of this bid/proposal, complies with the requirements of Act 2011-535, including the requirement for each employer in Alabama to verify the work authorization of its employees through the federal E-Verify system.
5. I affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid, at a fixed price, or to refrain from bidding or otherwise.

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| Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sworn to and subscribed before me this\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Notary Public My Commission Expires: \_\_\_\_\_\_ /\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_ |

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**VENDOR CONTACT FORM**

**COMPANY INFORMATION**

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

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

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

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**AUTHORIZED REPRESENTATIVE’S INFORMATION**

Authorized Representative’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Direct Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



