

County of Henry

P.O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007
<http://www.co.henry.va.us/>

TELEPHONE (276) 634-4670
FAX (276) 634-4535



MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

JUNE 18, 2014
REQUEST FOR PROPOSAL
RFP # 14-07013-A140
HENRY COUNTY PURCHASING DEPARTMENT

The Henry County Public Schools solicits firms to submit proposals for “**Supply and Delivery of Heating Fuel.**” The **original** and **three (3)** submittals (**FOR A TOTAL OF FOUR (4) PROPOSALS**), marked “**Heating Fuel**” RFP #14-07013-A140 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, July 1, 2014, in the:**

Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7 (Postal Service)
3300 Kings Mountain Road (UPS or FedEx)
Collinsville, VA 24078-0007

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #14-07013-A140

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). Initial contract shall be for the conditions indicated on Page 7 under Contract Terms. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms. **The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

ILLEGAL ALIENS

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

CONTACT FOR THIS RFP:

Please contact Keith Scott at kascott@henry.k12.va.us for any questions pertaining to this RFP.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 14-07013-A140

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this RFP# **14-07013-A140** for **Supply and Delivery of Heating Fuel to Henry County Schools**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Bidders Company Name _____

Bidders Authorized Signature _____ **Date:** _____

Bidders Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors

REQUEST FOR PROPOSALS FOR HEATING FUEL OIL DELIVERY SERVICES

Title: Heating Fuel Oil Delivery Services

Direct inquiries for information to:
Henry County Public Schools
Keith Scott, Supervisor of Facilities
Maintenance
2285A Fairystone Park Highway
Bassett, Virginia 24055
Phone: (276) 666-2404
Fax: (276) 666-2240
kascott@henry.k12.va.us

In compliance with this Request For Proposals (RFP) and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, the completed and signed Bid Sheet, and all other data as required by the RFP. It is understood that this proposal may be modified, by mutual agreement in subsequent negotiations.

Name and Address of Proposer:

_____	Date: _____
_____	By _____
_____	(Signature in Ink)
_____	Typed Name: _____
_____ Zip: _____	Title: _____
FEIN/SSN # _____	Telephone No.() _____

**HENRY COUNTY PUBLIC SCHOOLS
HEATING FUEL OIL DELIVERY SERVICES**

1.01 GENERAL

Henry County Public Schools invites proposals for delivery of heating fuel oil for eleven locations and fifteen tanks requiring fuel oil listed in the Appendix B, Tank Schedule, all locations will use dyed low-sulfur No. 2 grade oil, which will be on an “automatic” delivery basis.

1.02 DEFINITIONS

The following definitions shall be applicable throughout these specifications:

- A. SERVICE shall be defined as all work related to measuring, and delivering of fuel oil to all schools listed in Appendix A, Tank Schedule.
- B. OWNER shall be defined as Henry County Public Schools.
- C. CONTRACTOR shall be defined as the party with whom the OWNER has entered into a contractual agreement to perform the SERVICE.

1.03 CONTRACT TERM

The period of this contract shall be from approximately September 1, 2014 through August 31, 2015, with an option to renew for up to four (4) additional twelve month extensions by mutual consent of the contracting parties. The school system intends to award this bid to one Contractor. Through mutual agreement with the Contractor, this contract may be extended to other school divisions and local governments.

1.04 INSURANCE

Contractor shall carry and maintain in force throughout the duration of the contract insurance in the amounts specified below, including contractual liability assumed by the contractor. Contractor shall deliver to the Owner, prior to the commencement of work, a Certificate of Insurance from carriers acceptable to the Owner specifying such limits. The Certificate shall name the Owner as an additional insured for the Commercial General Liability and Automobile Liability, including owned, non-owned and hired car coverage and Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated “Excellent” by A.M. Bests. In addition, the insurer shall agree to give the Owner 30 days notice of its decision to cancel coverage.

- 1. Workers’ Compensation and Employer’s Liability
 - Coverage A – Statutory Requirements
 - Coverage B - \$1,000,000 Per Occurrence
 - Coverage C - \$1,000,000/\$1,000,000 Accident and/or Disease
 - All States Endorsement
- 2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage
 - Limits of Liability

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

3. Comprehensive General Liability

Limits of Liability

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Or

Single Limit	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

Including

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury
- D. (XCU) Explosion, Collapse and Underground Coverage
- E. Broad Form Property Damage

NOTE 1: Contractual Liability covers the following indemnity agreement: “The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract”

1.05 SCHEDULE

Service shall commence immediately after receipt of Purchase Order or a notice to proceed, on or about September 1, 2014. The Contractor shall schedule deliveries by notifying school personnel upon arrival so that school personnel may assist with taking the reading prior to fill up and after fill up. Work shall be schedule to avoid conflict with instruction, meal preparations and school operations. Services shall be performed between the hours of 8:00 a.m. and 4:00 p.m Monday through Friday, excluding holidays. No change in schedule may be made without the prior approval of Owner.

1.06 SITE INVESTIGATION

As a requirement for submitting bid, Contractor shall satisfy himself as to the nature of existing conditions. All information provided in these specifications shall be confirmed by Contractor prior to bid. Contractor's failure to examine the site and include all work in bid shall result in denial of claims for additional compensation after submission of bids.

1.07 QUALIFICATIONS

The Contractor must maintain at least a five day supply of fuel in any tank with less than a 5,000 gallon capacity, and any tank with a capacity of 6,000 gallons or more shall have at least 2,000 gallons at all times. Contractor is directly responsible for monitoring the amount of fuel in the tanks and scheduling deliveries. The Contractor shall obtain and pay for all licenses and permits from the appropriate governmental agencies/jurisdictional authorities as required by law in order to perform the work. Contractor shall have demonstrated experience performing similar services described herein. Contractor shall have sufficient financial resources to successfully provide services described herein.

As required by Section 22.1-296.1 of the Code of Virginia, the Contractor shall certify that its employees and the employees of its subcontractors have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The Contractor shall comply with the schools' No Smoking/No Drugs policy while on school property. The Owner may require the Contractor to bar from the site any employee the Owner deems to be incompetent, careless or disruptive to school operations.

1.08 SERVICE REPORTS

A delivery ticket shall be furnished by the contractor for each delivery and shall show name of site, date of delivery, and net quantity of oil delivered at each location along with before and after tank readings. The delivery ticket shall be signed by office personnel at each individual school. The signed tickets will be given to the driver for return to the contractor. All deliveries are to be F.O.B. destination. Each invoice must be sent to Henry County Public Schools Facilities Maintenance Department accompanied by signed delivery tickets which equal the amount of the invoice. The mailing address is 2285A Fairystone Park Highway, Bassett, Virginia 24055.

1.09 SAFETY PRECAUTIONS

Contractor shall take all necessary precautions to protect school children, employees, the public and the facilities, and meet laws and governmental safety requirements, such as OSHA.

Contractor shall take necessary precautions to protect facilities during work. Contractor shall assure that all work areas, etc. are kept clean and functional during and upon completion of work. Contractor shall take necessary precautions to protect building, vehicles and grounds from damage resulting from spills. The Contractor shall be responsible for ensuring that Owner's premises and equipment are not disturbed or damaged by the work. Leaks of lubricants, etc. from vehicle, shall be immediately contained and cleaned up by the Contractor. In the event of any damage, the Contractor shall be responsible for the cost of restoring buildings, vehicles and grounds to previous equivalent condition.

1.10 PRICING

Quote consumer tank wagon price for grade no. 2 fuel oil as of August 1, 2014, and/or a firm or fixed price for the entire twelve-month period. Bidder shall state Company's name that is used as the basis in establishing the proposed prices. It is understood that contractor shall initially provide fuel oil from this company, with proof of tank wagon price accompanying each invoice. In the event that another supplier offers a price lower than the original supplier, fuel oil may be obtained from that supplier, with proof of lower cost of selected supplier accompanying each invoice.

1.11 ADDITIONAL SERVICES

The Contractor may provide additional services under this contract. The Contractor shall provide a written quote when additional services are requested. Such services shall be paid as an addition to the contract. The Contractor may only proceed with additional services when authorized through a purchase order.

1.12 PRICE ESCALATION/DE-ESCALATION

Local Vendor Markup to include local vendor profit, freight, taxes, surcharges, mandatory fees and all other added costs. Local Vendor Markup shall remain constant throughout the contract period.

1.13 PAYMENT

Invoices for deliveries along with signed delivery tickets shall be sent to attention of the Supervisor of Facilities Maintenance at Henry County Public Schools, 2285A Fairystone Park Highway, Bassett, Virginia 24055.

All invoices shall be submitted on a monthly basis. Invoices shall reference the purchase order number and itemize the work and cost by school. Separate invoices shall be provided for additional services.

1.14 PROPOSAL PREPARATION AND EVALUATION

Proposals shall be signed by an authorized representative of the Proposer. By submitting a proposal, the Proposer certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal shall be included in a single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.

Proposers shall submit a bound original and three bound copies of the proposal, which shall include the following information, in sequence.

1. Complete and provide Page 1- 6 of this RFP.

2. Description of Firm: Provide a description of the company, not to exceed two pages, providing years in business, its qualifications, office location, financial standing, number of employees, types and quantities of equipment used, and number and types of current customers.
3. Evidence of Insurance: Provide a certificate of insurance or letter from insurer demonstrating ability to meet the specified insurance requirements.
4. References: Provide a list of references, using the **Reference Form** at the end of this document, from contracts of similar size and scope within the past two (2) years.
5. Price: Complete and attach copies of all bid sheets.

Henry County will evaluate proposals based on the following criteria:

Price
Experience & Qualifications
Geographic Location
References
Insurance

1.15 AWARD OF CONTRACT

The Owner shall engage in individual discussions and may interview Proposers deemed fully qualified (if necessary), responsible and suitable on the basis of initial responses, and with competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and expertise relevant to the proposed contract. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by §2.2-4342, Code of Virginia, as revised. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Owner shall rank, in the order of preference, the interviewed proposers whose qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the one or more of the top ranked Proposers to establish an acceptable memorandum of understanding (MOU). Contracts may be awarded to one or more top ranked Proposers agreeing to terms acceptable to the Owner. If unable to negotiate acceptable terms with any of the top ranked Proposers, the Owner shall formally terminate negotiations and proceed to conduct negotiations with the next highest ranked Proposer, and so on, until such contract(s) can be negotiated at fair and reasonable rates.

PRICE BASIS AS OF August 1, 2014

A. Fixed price for the base period of contract, September 1, 2014 through August 31, 2015.

B. Fluctuating price.

<u>Supplier Posted Price Per Gallon As Of August 1, 2014</u>	plus	<u>Local Vendor Markup¹</u>	equals	<u>Net Delivered Price Per Gallon</u>
\$ _____/Gallon	+	\$ _____/Gallon	=	\$ _____/Gallon

Name of Specific Supplier to Local Vendor: _____

Notes:

1. Local Vendor Markup to include local vendor profit, freight, taxes, surcharges, mandatory fees and all other added costs. Local Vendor Markup shall remain constant throughout the contract period.

Appendix A: School Addresses and Contact Information

Bassett High School

85 Riverside Drive
Bassett, VA 24055
John Gibbs
629-1731 fax 629-8221

Magna Vista High School

701 Magna Vista School Road
Ridgeway, VA 24148
Gracie Agnew
956-3147 fax 956-1401

Fieldale-Collinsville Middle School & Fieldale-Collinsville Driving Range

645 Miles Road
Collinsville, VA 24078
Wendy Durham
647-3841 fax 647-4090

Laurel Park Middle School

280 Laurel Park Avenue
Martinsville, VA 24112
Benjamin E. Gravely
632-7216 fax 632-4865

Axton Elementary School & Axton Records Building

1500 Axton Middle School Road
Axton, VA 24054
Jo Ellen Hylton
650-1193 fax 650-1462

Carver Elementary School

220 Trott Circle
Martinsville, VA 24112
Judy Edmonds
957-2226 fax 957-4234

Campbell Court Elementary School

220 Campbell Court
Bassett, VA 24055
Patricia Wamsley
629-5344 fax 629-3849

Collinsville Primary School

15 Primary School Road
Collinsville, VA 24078
Lisa Millner
647-8932 fax 647-9585

Drewry Mason Elementary School

45 Drewry Mason School Road
Ridgeway, VA 24148
Dr. Sherri Lewis
956-3154 fax 956-3156

John Redd Smith Elementary School

40 School Drive
Collinsville, VA 24078
Ben Boone
647-7676 fax 647-9434

Mount Olivet Elementary School

255 Lancer Lane
Martinsville, VA 24112
Elizabeth Minter
638-1022 fax 638-2281

Rich Acres Elementary School

400 Rich Acres School Road
Martinsville, VA 24112
Elizabeth Fulcher
638-3366 fax 638-2462

Sanville Elementary School

19 Sanville School Road
Bassett, VA 24055
Dr. Sally T. Rodgers
629-5301 fax 629-4648

Stanleytown Elementary School

74 Edgewood Drive
Stanleytown, VA 24168
Laryssa Hairston-Penn
629-5084 fax 629-2925

Figsboro Center for Community Learning

340 Ridgedale Drive
Martinsville, VA 24112
Lynn Fitzgibbons
638-1668 fax 638-3942

School Bus Garage

119 Coffman Avenue
Collinsville, VA 24078
Tim Fulcher or Charles Beasley
647-3704 fax 647-9275

Appendix B: Tank Schedule

No.	School or Facility	Address	Tank Capacity, Gallons
1.	Axton Elementary School	1500 Axton School Road, Axton, VA 24054	6,000
2.	Campbell Court Elementary School	220 Campbell Court, Bassett, VA 24055	10,000
3.	Carver Elementary School	220 Trott Circle, Martinsville, VA 24112	10,000
4.	Drewry Mason Elementary School ^{2 & 3}	45 Drewry Mason Drive, Ridgeway, VA 24148	10,000
5.	Figsboro Center for Community Learning ⁴	340 Ridgedale Drive, Martinsville, VA 24112	6,000
6.	Magna Vista High School	701 Magna Vista School Road, Ridgeway, VA 24148	1,000 & 6,000
7.	Mt. Olivet Elementary School	255 Lancer Lane, Martinsville, VA 24112	6,000
8.	Rich Acres Elementary School	400 Rich Acres School Road, Martinsville, VA 24112	10,000
9.	Sanville Elementary School	19 Sanville School Road, Bassett, VA 24055	10,000
10.	Stanleytown Elementary School	74 Edgewood Drive, Stanleytown, VA 24168	10,000
11.	Pupil Transportation	119 Coffman Avenue, Collinsville, VA 24078	2,000

REFERENCE FORM

Name of Firm: _____

Bidder must provide three (3) references from contracts within the past two (2) years.

Reference #1: _____

Contact: _____

Address: _____

Phone: _____

Reference #2: _____

Contact: _____

Address: _____

Phone: _____

Reference #3: _____

Contact: _____

Address: _____

Phone: _____

CERTIFICATION OF CONTRACTOR
(To be completed by the selected firm.)

Full Name of Contractor: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies as follows:

- (i) that my employees have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor.

Date: _____

Signature of Contractor