

# County of Henry

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

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MEMBER OF  
VAGP  
NIGP

PURCHASING DEPARTMENT

**MARCH 12, 2019**  
**REQUEST FOR PROPOSAL**  
**RFP # 19-03263-A212**  
**HENRY COUNTY PURCHASING DEPARTMENT**

Henry County 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 #19-03263-A212 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, March 26, 2019, in the:**

**Purchasing Department, Room 210**  
**Attn: Carole Jones, Chief Purchasing Agent**  
**Henry County Administration Building**  
**P.O. Box 7, Collinsville, VA 24078 (Postal Service) or**  
**3300 Kings Mountain Road, Martinsville, VA 24112 (UPS or FedEx).**

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. **If the County closes its offices due to inclement weather or for other reasons, the scheduled Request for Proposal submission deadline will be extended to the first open business day at the same time, unless an addendum is done that states otherwise.** 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 #19-03263-A212**

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 in the County/PSA of the Purchasing Office once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). **The period of this contract shall be July 1, 2019 through June 30, 2020, with an option to renew for up to four (4) additional twelve month extensions by mutual consent of the contracting parties.** 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.

**Permits/Licenses**

Vendors shall be responsible for acquiring all the proper permits/licenses required by local and state authorities in conjunction with this proposal. Proposal prices shall include these fees and no additional costs are to be assessed to the County/PSA. Vendor’s attention is directed to the requirements of title 54, chapter 11, of the code of Virginia pertaining to registration of contractors.

**Contact for RFP**

Please contact Keith Scott, Director of Facilities Maintenance at 276-666-2404 or 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# 19-03263-A212**

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# 19-03263-A212** for **Supply and Delivery of Heating Fuel**.

\_\_\_\_\_ 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 # \_\_\_\_\_

**Vendors Company Name** \_\_\_\_\_

**Vendors Authorized Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vendors 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

Send RFP responses to:  
Henry County Purchasing Dept., Rm. 210  
Henry County Administration Building  
P.O. Box 7 (Postal Service)  
Collinsville, Virginia 24078  
3300 Kings Mountain Road (Fed-X, UPS)  
Martinsville, Virginia 24112

Direct inquiries for information to:  
Henry County Public Schools  
Keith Scott, Director of Facilities  
Maintenance  
2285A Fairystone Park Highway  
Bassett, Virginia 24055  
Phone: (276) 666-2404  
Fax: (276) 666-2240  
[kascott@henry.k12.va.us](mailto: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 (11) locations and (12) 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 July 1, 2019 through June 30, 2020, 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, on or about August 1, 2019. The Contractor shall schedule deliveries through coordination with designee from The Facilities Maintenance Department. Deliveries shall be scheduled to avoid conflict with instruction, meal preparations and school operations. Services shall be performed between the hours of 8:30 a.m. and 4:00 p.m. (minus dismissal times) Monday through Friday, excluding holidays. Delivery driver is to check-in at front office upon each visit to the school. 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 to present a plan 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 Tobacco/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 July 1, 2019, 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 from the Owner.

**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. Fixed pricing shall remain in effect during the entire year of the contract.

**1.13 PAYMENT**

Invoices for deliveries along with signed delivery tickets shall be sent to attention of the Director 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, detailed plan to monitor measurements of all fuel oil tanks and scheduling, 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- 35%

Experience & Qualifications- 25%

Geographic Location- 15%

References- 15%

Insurance- 10%

### **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 July 1, 2019

A. Fixed price for the base period of contract, July 1, 2019 through June 30, 2020.

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B. Fluctuating price.

Supplier Posted  
Price Per Gallon As  
Of July 1, 2019

plus

Local Vendor Markup<sup>1</sup>

equals

Net Delivered Price  
Per Gallon

\$ \_\_\_\_\_/Gallon

+

\$ \_\_\_\_\_/Gallon

=

\$ \_\_\_\_\_/Gallon

Name of Specific Supplier to Local Vendor: \_\_\_\_\_

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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**

### **Magna Vista High School**

701 Magna Vista School Road  
Ridgeway, VA 24148

### **Axton Elementary School**

1500 Axton Middle School Road  
Axton, VA 24054

### **G.W. Carver Elementary School**

220 Trott Circle  
Martinsville, VA 24112

### **Campbell Court Elementary School**

220 Campbell Court  
Bassett, VA 24055

### **Drewry Mason Elementary School**

45 Drewry Mason School Road  
Ridgeway, VA 24148

### **Mount Olivet Elementary School**

255 Lancer Lane  
Martinsville, VA 24112

### **Rich Acres Elementary School**

400 Rich Acres School Road  
Martinsville, VA 24112

### **Sanville Elementary School**

19 Sanville School Road  
Bassett, VA 24055

### **Stanleytown Elementary School**

74 Edgewood Drive  
Stanleytown, VA 24168

### **Career Academy**

340 Ridgedale Drive  
Martinsville, VA 24112

### **School Bus Garage**

119 Coffman Avenue  
Collinsville, VA 24078

## Appendix B: Tank Schedule

<b>No.</b>	<b>School or Facility</b>	<b>Tank Capacity, Gallons</b>
1.	Axton Elementary School	6,000
2.	Campbell Court Elementary School	10,000
3.	G. W. Carver Elementary School	10,000
4.	Drewry Mason Elementary School	10,000
5.	Career Academy	6,000
6.	Magna Vista High School	1,000 & 6,000
7.	Mt. Olivet Elementary School	6,000
8.	Rich Acres Elementary School	10,000
9.	Sanville Elementary School	10,000
10.	Stanleytown Elementary School	10,000
11.	School Bus Garage	500

**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