

CITY OF PIQUA, OHIO

**Purchasing Department
201 W. Water St.
Piqua, OH 45356**

Date: April 20, 2010

For further information contact:
Bev Yount/Purchasing Analyst
Phone: 937-778-4002
Fax: 937-778-1130
Email: byount@piquaoh.org

Your sealed, written bid is requested for: A fuel purchasing program per the included bid form and specifications.

Bids must be received in Purchasing Office, 201 W. Water St., Piqua, OH 45356 via delivery or mail no later than: 2:00 P.M. Wednesday, May 5, 2010

Envelopes shall be plainly marked: **IFB 1011 Fuel Purchasing Program** on left, lower corner of envelope

User agency: City-wide

Submit signed original bid and one (1) copy of the bid.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted. LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope or will be sent via email if an address is provided. The Bid Tabulation is also posted to our website at www.piquaoh.org. All federal, state, and local laws regarding competitive bidding, anti competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is in the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.

We are not permitted to accept emailed, phone or fax bids.

**BID to the
City of Piqua, Ohio
Purchasing Department**

Reply To I.F.B. No.: 1011

No Later Than: 2:00 P.M. May 5, 2010

The undersigned proposes and agrees to furnish any or all items bid and to deliver them to the specific destination at the prices stated herein. NOTE: The following are **DELIVERED** prices.

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1. Bidder agrees to supply unleaded regular gasoline (minimum octane rating of 87) to the CITY for Bidder's Wholesale price plus _____ per gallon from time of award until June 30, 2013.
2. Bidder agrees to supply diesel fuel to the CITY for Bidder's Wholesale price plus _____ per gallon from time of award until June 30, 2013.
3. Average wholesale cost for unleaded gasoline in 2009: _____
4. Average wholesale cost for diesel fuel in 2009: _____
5. Wholesale cost for unleaded gasoline on April 1, 2010: _____
6. Wholesale cost for diesel fuel on April 1, 2010: _____

BIDDER is to use the average 2009 Wholesale costs in lines 3 & 4, plus the bid price adjustments above to provide a basis for comparative analysis of bids. The City of Piqua acknowledges the uncertainties and fluctuations in the wholesale cost of fuel. Therefore, the method of bidding shall be in relation to the wholesale cost of fuel for the duration of the contract.

The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City of Piqua and to perform all work as specified or indicated in the bidding documents for the bid price and in accordance with all other terms and conditions of the bidding documents. The Successful Bidder will be prepared to begin dispensing fuel to City vehicles no later than 30 days after a contract is signed. The City will determine the actual start date of dispensing fuel to City vehicles. Bidder agrees that fuel will be available to the City at all times. We will require fuel cards to be issued for each City vehicle annually or as often as may be needed if a card gets lost or stolen. The fleet program should force City employees to enter certain security information when pumping, such as employee id number, pass-code, mileage, etc. Please provide us with all details describing your fleet management program.

Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed Individual or Entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any Individual or Entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

The required Bid Security is attached hereto as Exhibit A and made a condition of this Bid.

Tabulation of annual cost for bid comparison (use figures from page 1):

Column A	Column B	Column C	Column D	Column E	Column F
Type of Fuel	Average Wholesale 2009 cost per gallon	Bid cost added to the wholesale cost per gallon	Total cost per gallon (B+C)	Estimated total gallons to be utilized by the City in 2010	Total estimated cost using assumptions described (D*E)
Unleaded Regular Gasoline (min. octane rating of 87)	<i>(Line 3)</i>	<i>(Line 1)</i>		58,000	
Diesel Fuel	<i>(Line 4)</i>	<i>(Line 2)</i>		47,500	
Total Cost					

Refer questions to: Bev Yount, Purchasing Analyst by e-mail at byount@piquaoh.org. Questions shall be submitted in writing by electronic mail no later than April 28, 2010 at 5:00 p.m. Questions and responses will be posted on the City's website at www.piquaoh.org as well as being sent directly to the person making the inquiry.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: _____

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

Delivery will be made within _____ calendar days after receipt of order.

City State Zip Code

By: _____
Name and Title (please print or type)

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____/Fax No.: _____

Fed. I.D. No.: _____

E-mail Address: _____

GENERAL SPECIFICATIONS

1. BIDDER'S INFORMATION & QUALIFICATIONS

To demonstrate Bidder's qualifications to perform the work, within five days of City's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, equipment manufacturers to be used, and other such data as may be called for. The Successful Bidder will be expected to enter into a contract with the City of Piqua for the purpose of supplying fuel for the City's vehicle fleet and all other uses. All documents submitted will become public record, available for public inspection, unless specifically identified as proprietary.

2. INTERPRETATIONS AND ADDENDA

All questions must be submitted in writing to Bev Yount, Purchasing Analyst, at byount@piquaoh.org no later than 5:00 p.m. on Wednesday, April 28, 2010. Responses will be sent directly to the person making the inquiry and all questions and answers will be posted to the website at www.piquaoh.org. Addenda may be issued to clarify, correct or change the bidding documents as deemed advisable by the City. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. BID SECURITY

Each Bid must be accompanied by a certified check on a solvent bank or a bid bond in an amount of Five Percent (5%) of Gross Bid as a guarantee that if the bid is accepted, a contract will be entered into and the performance of it properly secured. Should any bid be rejected, the bond or certified check will be returned to the bidder forthwith. Should any bid be accepted, the bond or check will be returned to the bidder upon the proper execution and securing of the contract. The certified check must be from a solvent bank, drawn and made payable to the City of Piqua.

4. INDEMNITY

Successful Bidder shall indemnify and hold harmless City of Piqua, its officers, elected officials, employees, from and against any and all claims for damage to the person or property of anyone or any entity arising from the conduct of Successful Bidder's business or from any activity, work or things done, permitted or suffered by Successful Bidder in or about the Premises or elsewhere and shall further indemnify and hold harmless City of Piqua from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Successful Bidder's part to be performed under the terms of this Contract, or arising from any act or omission of Successful Bidder, or any of Successful Bidder's agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred by City of Piqua as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against City of Piqua by reason of any such matter, Successful Bidder upon notice from City of Piqua, shall defend the same at Successful

Bidder's expense by counsel reasonably satisfactory to City of Piqua and City of Piqua shall cooperate with Successful Bidder in such defense. City of Piqua need not have first paid any such claim in order to be so indemnified. Successful Bidder, as a material part of the consideration to City of Piqua, hereby assumes all risk of damage to property of Successful Bidder or injury to persons, in upon or about the Premises arising from any cause and Successful Bidder hereby waives all claims in respect thereof against City of Piqua, except to the extent such damages or claims result from the gross negligence or willful misconduct of the City of Piqua, its officers, elected officials, and employees.

5. INSURANCE

For the duration of the contract, the Successful Bidder is required to procure and maintain insurance against claims for injuries to persons or damages to property which may arise. The insurance should have commercial general liability limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The minimum general aggregate shall be \$1,000,000. The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable. Ohio's stopgap employer's liability with a \$1,000,000 limit shall be provided. The Successful Bidder shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as an additional insured. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds whether available coverage by primary, contributing or excess.

All coverage shall be written on an occurrence basis. The coverage described above shall contain a 30 day written notice of cancellation, non-renewal and/or material changes addressed to the City.

6. SALES AND USE TAXES

The City of Piqua is exempt from federal excise taxes and sales taxes (Exemption No. 31-6000136). Such taxes shall not be included in the Bid.

7. WHOLESALE FUEL SUPPLIER (must be available for City to verify wholesale costs at any time)

Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email address: _____

8. REFERENCES

List three references whom you have done similar business with for at least 5 years.

- 1. Company Name: _____
Contact Person: _____
Address: _____
Phone: _____ Email address: _____

- 2. Company Name: _____
Contact Person: _____
Address: _____
Phone: _____ Email address: _____

- 3. Company Name: _____
Contact Person: _____
Address: _____
Phone: _____ Email address: _____

9. LOCATIONS

Bidder's must include a listing of all available pumping locations within the City of Piqua and their hours of operation. Please also identify any locations available outside of the City limits that employees may use while traveling. Notate which locations have operable security cameras that the City could view at any time if requested. The City's fleet varies greatly in size and we need to know if your stations can physically handle the fleet traffic we could create. The City would require installation of a City owned generator at one location to be used in emergency situations. Please list which location would be best suited for this purpose.

The Successful Bidder must have an automated monitoring system in place by which the City employees are authorized to dispense fuel and which records the time and volume of fuel dispensed into each City vehicle. The system will also have software capable of conveying monthly reports by vehicle number and department, both by electronic and hard copy.

10. PERFORMANCE

No minimum or maximum amount of fuel to be provided under this Agreement is stated or implied herein. This contract will be subject to cancellation if the service and/or fulfillment of these specifications are found to be unsatisfactory by the City Purchasing Analyst. Our current City fleet consists of approximately 41 diesel vehicles and 104 unleaded vehicles. We do reserve the right to adjust the size of our fleet either up or down as the City sees fit. There are no guarantees as to the quantity of unleaded gas and diesel fuel that will be purchased under this contract.

11. REQUIREMENT OF WRITTEN CONTRACT

Successful Bidder is required to enter into a contract within 30 days of notice of award or their offer will no longer be valid and the City will proceed with the next Successful Bidder.

EXHIBIT "A"

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as principal (BIDDER) and _____ as Sureties, are hereby held and firmly bound unto the City of Piqua as OWNER (OWNER) in the penal sum of the dollar amount of the bid submitted by the principal to the OWNER on the _____ day of _____, 2010 to undertake the project known as City of Piqua Fuel Purchasing Program.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the OWNER, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of \$ _____ dollars. *(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than 5% of the full amount of the bid including alternates, in dollars and cents.)* For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referenced project.

Now, therefore, if the OWNER accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the OWNER the difference not to exceed five percent of the penalty hereof between the amount specified in the bid and such larger amount for which the OWNER may in good faith contract with the next lowest BIDDER to perform the work covered by the bid; or in the event the OWNER does not award the contract to the next lowest BIDDER and resubmits the project for bidding, the principal pays to the OWNER the difference not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective BIDDERS, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER accepts the bid of the principal and the principal within fifteen days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the OWNER herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and

agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond and does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or in or to the plans and specifications.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 2010.

BIDDER AS PRINCIPAL

Company Name

Street

City State Zip

By: _____
Signature

Witness

Printed Name and Title

SURETY

SEAL

Surety's Name and Seal

Street

City State Zip

SURETY AGENT

Agency Name

Street

City State Zip

By: _____
Signature (Attach Power of Attorney)

Witness

Printed Name and Title