

CITY OF WILLCOX
RETAIL FUEL BID

The bid shall be submitted in a sealed envelope. The words "SEALED BID – CITY OF WILLCOX RETAIL FUEL BID", with the date and time of bid opening shall be written on the envelope. The vendor's name and address should be on the envelope. All bid proposals must be submitted with the firm name and signed by an authorized officer or employee of the company.

Sealed bids will be accepted until 11:00 a.m. on May 25, 2018 at City Hall, 101 S Railroad Ave Suite A, Willcox, AZ 85643 at which time bids will be opened.

ACCEPTANCE OF BIDS

The City of Willcox reserves the right to reject any bid or any part thereof; to defer action on the bids; to reject all bids; to waive any informalities in bidding procedures; and to separate the unleaded and diesel fuel contracts.

TECHNICAL ASSISTANCE

Questions pertaining to specifications and this bid call should be directed to Crystal Hadfield, Interim City Manager/Finance Director, at (520) 384-4271 ext. 4203, or chadfield@willcoxcity.org.

OFFER PERIOD

Bids submitted shall remain in effect for a period of thirty calendar days from the due date of the offering. All prices shall be firm and fixed.

ERRORS AND OMISSIONS

The City is not responsible for the bidder's errors or omissions.

Prices shall be stated in units and on each item separately. In case of conflict, unit prices will govern.

PAYMENTS

All payments made by the City for goods or services will be made to the Vendor named on the Bid Proposal and Contract Form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

AWARD

Award will be made to the lowest most responsible bidder meeting specifications on each group.

CANCELLATION

The City shall have the right to cancel this contract on thirty (30) days notice. This provision in no way affects transactions which may be in progress and covered by purchase orders or delivery releases at the time of cancellation.

RENEWALS

This Bid may be renewed annually for a period of no more than one (1) year, under the Terms and Conditions of the existing contract, agreeable to both parties.

MINIMUM REQUIREMENTS

The items specified in this Bid are only to acknowledge the minimum requirements needed. The City reserves the right to select the equipment it deems most suitable for the intended purpose and use. Bidders are encouraged to bid equipment that will provide the City with state of the art equipment. Where manufacturer's model numbers are used, it is the intent that this will be a guide to specifying the desired equipment and not to restrict others from bidding.

ANNUAL REQUIREMENTS

This Bid call is for Annual Requirements of the goods and services specified. The quantities mentioned in this bid call are approximate. The City reserves the right to increase or decrease amounts as circumstances may require.

HOLD HARMLESS PROVISIONS

The Vendor does hereby covenant and agree to indemnify and save harmless the City of Willcox, its Mayor and Council, appointed Boards and Commissions Officers, and employees, individually and collectively, from all fines, suits, claims, demands, actions or liability of any kind and nature by reason of any and all of Vendor's operations hereunder and does hereby agree to and does assume all the risks in the operation of Vendor's business hereunder, and shall be solely responsible and answerable for any and all accidents or injuries to person or property arising out of Vendor's performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph.

EFFECTIVE DATE OF CONTRACT

The signature of the Mayor, attestation by the City Clerk and City Attorney, and approval of the award by the Mayor and Council are conditions precedent to the effectiveness of this contract.

CANCELLATION NOTICE

Pursuant to A.R.S. S38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this agreement is subject to cancellation by the City of Willcox or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

TECHNICAL SPECIFICATIONS RETAIL FUEL SALES BID

INTENT

It is the City's intent to provide for City fuel requirements within the boundaries of the City of Willcox. This will include providing point of sale fuel purchases at one site. In addition, it is the City's intent to select a vendor for point of sale purchases that can provide this service in the City of Willcox, at the lowest responsible cost, in the most convenient location and any other features which are in the best interest of the City of Willcox. The City may elect to award separate contracts for the unleaded and diesel fuels.

FUEL SPECIFICATIONS

1. All gasoline shall conform to the ASTM D439-81 and any revision thereafter.
2. All gasoline shall have a minimum octane (RON and MON/2) of 87.
3. All diesel fuel shall conform to ASTM D975-81 standard specifications for no. 2 diesel fuel.
4. All diesel fuel shall be blended for climatic conditions at the delivery site.
5. All gasoline and diesel fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

TERMS & CONDITIONS

The City of Willcox reserves the right to purchase any fuel which is required on an emergency basis from alternate sources if the successful bidder is unable to fill the requirement. In regards to retail fuel purchases, the City will purchase fuel from the contractor subject to station availability when fuel is required. It is expected that the City's staff will reasonably anticipate fuel needs and purchase fuel from the contractor while en route.

RETAIL FUEL SALES BID PRICE

Bidders shall offer a discount off the pump price at each location. At no time will the bid price exceed pump prices throughout the duration of the signed contract including any time extensions and/or renewals. If pump prices decrease below bid prices, bid prices will be lowered and adjusted accordingly.

DISPENSING LOCATIONS

The successful bidder must be able to provide dispensing service within the City of Willcox. Location must have compressed air for filling tires and window washing materials available.

HOURS OF SERVICE

The successful bidder must be able to provide service seven days a week between the hours of 6:00 a.m. and 11:00 p.m.; although 24 hours per day is desirable.

FUEL TYPE AND TYPE OF SERVICE

Unleaded fuel and diesel are the primary requirements. Self service only unless driver is physically disabled.

FUEL CONTROL SYSTEM

A card system for issuing fuel is required, with an identification code and odometer reading required for use. Vendors are to describe how their system operates. The successful bidder will provide sufficient cards for all vehicles and authorized City personnel at the beginning of the contract term. The City will return all issued cards at the end of the contract term. The bidder shall state if there will be a charge for replacement or un-returned cards and what that charge will be.

Fuel will be dispensed to City of Willcox vehicles only. Employee must provide the City of Willcox employee vehicle identification card prior to fueling. A receipt will be provided at the time of service which will list: (1) vehicle number, (2) odometer reading, (3) date & time, and (4) gallons pumped.

INVOICING

The City Finance Department will be invoiced monthly. Gasoline taxes will be itemized on the invoice. The City is exempt from Federal Excise Tax. The invoice will be credited for the amount of that tax. An exemption form will be supplied with each invoice to be signed by the Finance Officer. Fuel purchased on a card system shall be sorted by CARD.

USAGE REPORTING

The Contractor will provide a report of usage after ten months of the contract to the Finance Department. The report will reflect usage by department, number of gallons, number of dollars and location.

ESTIMATED ANNUAL USAGE

Unleaded - 25,000 gallons; Diesel - 5,000 gallons; Supreme - 1,000 gallons