

**BID #5352**  
**CITY OF FORT COLLINS**  
**TRANSFORT BUS FACILITY**  
**GASOLINE & DIESEL FUEL SUPPLIER**

**1.0 SCOPE**

The City of Fort Collins extends an invitation to bid for supplying Unleaded and Premium Diesel fuels on a per gallon basis for the City of Fort Collins' Transfort Facility, located at 6570 Portner Road, Fort Collins, Colorado

These requirements shall only be bid by Disadvantaged Business Enterprises as defined by the ~~City of Fort Collins Disadvantaged Business Enterprise Plan~~ *(See Disadvantaged section Business Enterprise Page 19+2)*

Questions concerning this bid should be directed to Jim Hume, Buyer, at 970-221-6776

**2.0 QUANTITIES**

Annual usage is an estimate of yearly volume and not a guarantee of total purchase amount

ESTIMATED ANNUAL USAGE

Unleaded - 47,000 gallons  
Premium Diesel - 200,000 gallons

FUEL STORAGE TANK CAPACITIES

Unleaded 2 - 10,000 gallon tanks  
Diesel 1 - 20,000 gallon tank

**3.0 FUEL SUPPLIED**

Approved Terminals The Contractor shall submit a list of all terminals currently used to load fuel. From this list of terminals, the City will select three or more "approved" terminals. The Contractor shall load all fuel for City use from these terminals only.

Should the Contractor load from other than approved terminals, the City may immediately cancel this contract and all associated purchase orders.

Pricing When an order is placed by the City, the Contractor shall load at the approved terminal with the lowest rack price for the day. It shall be the Contractor's responsibility to select the terminal with the lowest rack price. If the lowest rack price cannot be obtained, the Contractor shall include an explanation along with the invoice faxed to Fleet Services.

State E R S charges and the Federal Superfund shall be included in the Contractor's mark-up. No separate charges on any invoice for State E R S and Federal Superfund shall be allowed.

Terminal Price Report The Contractor shall supply the City with a terminal price report along with any invoice faxed to Fleet Services. This report shall include, at a minimum, a complete listing of approved terminal rack prices in effect at the time the invoiced fuel was ordered.

#### **4.0 DELIVERY AND RESPONSE TIME**

Drivers No more than three drivers shall be assigned to deliver fuel to the City. It shall be the contractor's responsibility to ensure that all drivers are properly trained and familiar with tank locations, quantities, etc.

Delivery Trucks and Trailers The City shall have specific trucks and trailers assigned to deliver City Fuel. Trucks and trailers which are used to deliver fuel to the City shall haul fuel exclusively and a shipping log or delivery record shall be available to the City Representative at each fuel drop. The City shall have the right to inspect City-assigned trucks and trailers. The Contractor shall have the fittings required to hookup to the City's tite-fill drop tubes.

Delivery Time Deliveries must be made the day after the order is placed. Shipments must arrive at specified destinations between the hours of 8:00 A.M. and 3:30 P.M. A City representative shall be present for all fuel deliveries. It is the driver's responsibility to inform the City representative that he is ready to unload. Requests for scheduled weekend/holiday deliveries shall be accommodated by the Contractor.

Delivery Procedures Drivers must remain with the delivery vehicle during the off-loading of fuel. Drivers must contain any fuel leaking from vehicle fittings, pumps, valves, etc. The Contractor shall be responsible for the cost of repairing damage or mitigating contamination caused by such leaking fuel. If the driver observes fuel leaking from City-owned tanks or fuel handling equipment, he/she must immediately cease off-loading fuel and notify the City Representative.

Emergencies The Contractor must be able to provide after hours service in the event of an emergency (ie fire, main break, power outage, etc.) If there is an emergency the Contractor must be able to deliver loads within four hours after the emergency order is placed.

Invoice All deliveries, except emergency deliveries, must be accompanied by a "Bill of Lading" from the fuel supplier in addition to a shipping log. It shall be the drivers responsibility to give the City's representative the proper documentation.

Fuel Supply Any potential problems in supplying fuel must be brought to the attention of the Purchasing Division IMMEDIATELY. Non-availability of fuel will allow the City to obtain fuel from an alternate source.

#### **5.0 QUALITY CONTROL**

Fuel Specification All fuel must be "branded" fuel, loaded from City-approved terminals. In addition, all fuel must meet the technical specifications in Attachment # 5. All fuels must meet or exceed ASTM and Federal specifications.

It is the Contractor's responsibility to inspect each shipment to ensure that each delivered lot meets the performance requirements and that the product is not contaminated at the time of delivery.

Premium Diesel The premium diesel fuel shall not contain more than .05 sulfur by weight. Any load that tests over the limit shall be the responsibility of the Contractor to remove from Transfort premises at their cost. Transfort will not blend #1 and #2 diesel for cold weather use.

Ethanol The unleaded gasoline must contain 10% ethanol from November 1st through February 28th unless otherwise stated or required by law. Ethanol must be available two (2) weeks prior to November 1.

Product Identification Product Identification tags will be provided by suppliers as requested. Tags will conform to API standards for product identity.

Testing The City may at any time have any type of fuel analyzed upon delivery (a sample taken directly off the delivery truck) by an independent testing agency of their choice. In the event fuel does not meet all specifications, all testing costs and costs associated with the removal of poor fuel and replacement with fuel meeting all specifications will be paid by the Contractor.

Errors In the event of an error resulting in the delivery of fuel being pumped into a wrong tank (ie, diesel in unleaded tank, etc.) it will be the responsibility of the Contractor to drain the affected tank and refill correctly at the Contractor's expense.

All spills and overflows, no matter what the volume, must be reported immediately to a City representative. The Contractor shall be responsible for clean-up of all spills at the Contractor's expense. The Contractor shall follow all pertinent rules and regulations governing such spills, and file all required reports. Clean-up of spills shall be expedited and completed as soon as possible.

Problem Resolution In the event of service or delivery problems which are not resolved via telephone contact with the Contractor, the City's representative will notify the Contractor in writing and schedule a meeting to resolve the situation. The Contractor's representative and the City's representative shall agree on a course of action and the Contractor shall have one calendar month to remedy the problems. If such problems are not remedied, the City may cancel the agreement with no penalty.

## **6.0 INVOICING AND PAYMENTS**

Required Information The Contractor, on all invoices, shall show the terminal from which the fuel was loaded, the date and time the fuel was loaded, and the quantity of fuel delivered. The rack price must be on the invoice, along with the contractor's mark-up, and delivery charge. The mark-up shall include profit, ERS charges and Superfund charges.

Invoices and terminal price reports shall be faxed to Fleet Services within two calendar days and an original invoice mailed to the City no later than five calendar days after the fuel order has been delivered. All City invoices shall be sent to:

City of Fort Collins Accounting Department  
P O Box 580  
Ft Collins, CO 80522

With a duplicate sent to  
City of Fort Collins - Transfort  
PO Box 580  
Fort Collins, CO 80522

All deliveries are priced F O B , Point of Shipment, prepaid unless otherwise specified Any percentage discount allowed for prompt payment shall be shown where noted on the bid proposal forms Whenever possible, payment will be made to conform to this discount

Invoices must be furnished exclusive of any Federal Excise Tax and State and Local Taxes

## 7.0 BID SUBMITTAL

All vendors shall submit their mark-up and delivery charge on the bid form, in the space provided All applicable federal, state, and local charges, including Superfund and ERS charges, shall be included in the vendor's mark-up

All bids submitted shall contain the following information

- 1 **Mark-up and delivery price**, to include profit, State ERS charges, and Federal Superfund charges on the bid form provided
- 2 **List all terminals** the vendor is qualified to load from, on the form provided
- 3 **Describe** the vendor's rack price information system and a include **sample** of the vendor's proposed terminal price report
- 4 **Describe** the manner in which fuel will be delivered to the City including driver assignments and truck assignments (Fuel must be delivered in accordance with the specifications as listed in Section 4 0 )

The following forms must be properly completed and submitted with the bid

- 1 Attachment # 3, Federal Forms
- 2 Attachment # 4, Year 2000 Compliance Form

Bidders shall not stipulate in their bid any conditions not contained in the specifications

FAILURE TO SUBMIT ANY OF THE ABOVE REQUIREMENTS MAY DISQUALIFY YOUR BID

## 8.0 BID AWARD

Award will be made to a responsible and responsive vendor based on several factors All of these factors are important to the City, and shall be considered in award

- 1 Mark-up and delivery price, with preference given to low mark-up and delivery
- 2 The ability of the vendor to obtain branded fuel from several Front Range sites, which are acceptable to the City
- 3 The ability of the vendor to provide the City with the lowest rack price on branded fuel from the

pre-approved sites

- 4 The ability of the vendor to supply proof to the City that the lowest rack price from the pre-approved terminals was obtained on delivery day
- 5 The manner in which fuel is delivered to the City
- 6 The ability of the vendor to deliver fuel within four hours during emergencies
- 7 That the vendor is a Disadvantaged Business Enterprises, able to meet all Federal requirements

## **9 0 CONTRACT REQUIREMENTS**

The awarded vendor must execute a Service Agreement with the City (Sample, Attachment #1) within fifteen (15) working days of notice of award

The contract period shall commence February 1, 1999 and end December 31, 1999 At the option of the City, the contract may be renewed for additional one-year periods, up to a maximum of four such one-year periods Changes in pricing and contract terms must be negotiated by and agreed to by both parties Written notice of renewal will be mailed to the Contractor within 30 days of the renewal date

The City of Fort Collins reserves the right to cancel this contract and associated or purchase orders with any vendor effective upon a thirty (30) day written notice without reason

## **10.0 INSURANCE AND PERMITS**

The successful bidder must furnish proof of adequate levels of insurance to meet the City requirements (Attachment # 2) Bidder must be properly licensed and secure necessary permits wherever applicable