

CITY OF FORT COLLINS

INVITATION TO BID

BID #5363
PROPANE FUEL SUPPLIER

BID OPENING: MARCH 18, 1999, 2:30P.M. (our clock)

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521, at the time and date noted on the bid proposal and/or contract documents

Bids must be received at the Purchasing Office prior to 2:30p.m. (our clock), MARCH 18, 1999.

A copy of the Bid may be obtained as follows.

- 1 Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #25363 **(The bid number must be preceded by a 2 when using the Fax-line)**
- 2 Download the Bid from the Purchasing Webpage, Current Bids page, at [www.ci.fort-collins.co.us\CITY_HALL\PURCHASING](http://www.ci.fort-collins.co.us/CITY_HALL/PURCHASING) then via the Current Bids pushbutton
- 3 Come by Purchasing at 256 W Mountain Ave , Fort Collins, and request a copy of the Bid

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities

Sales prohibited/conflict of interest no officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the city, other than the members of the City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with

Freight terms unless otherwise noted, all freight is F O B Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal

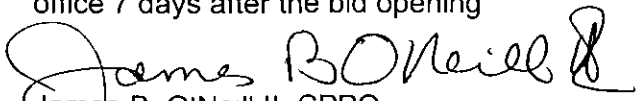
Discounts any discounts allowed for prompt payment, etc , must be reflected in bid figures and not entered as separate pricing on the proposal form

Purchasing restrictions your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office

Cement restrictions City of Fort Collins Resolution 91-121 requires that suppliers and producers of cement or products containing cement to certify that the cement was not made in cement kilns that burn hazardous waste as a fuel

Collusive or sham bids any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid

Bid results for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening


James B. O'Neill II, CPPO
Director of Purchasing and Risk Management

**CITY OF FORT COLLINS
PROPANE FUEL SUPPLIER
BID # 5363**

Opening Date: March 18, 1999, 2:30pm (our clock)

The City of Fort Collins is soliciting bids for a propane fuel supplier. Currently, the City uses about 218,000 gallons of motor fuel propane a year at two locations, Transfort at 6570 Portner Road and the Fleet Services Shop at 835 Wood Street. Transfort uses about 128,000 gallons and Fleet Services Shop uses 90,000 gallons a year. The City of Fort Collins has approximately 160 vehicles using propane either in conjunction with gasoline in a dual-fuel vehicle or in a dedicated propane fueled vehicle. The vehicles range from passenger cars to medium size trucks and buses.

1.0: Specifications

Tanks

Both sites are equipped with 1000 gallon tanks and both are currently receiving three deliveries per week. The awarded Contractor may use larger tanks, if desired, and vertical tanks are acceptable. Transfort and the Fleet Services Shop will each need one tank with a single dispenser. Tanks must be in place and operating properly within two(2) weeks of award. Ongoing maintenance of tanks and dispensing equipment is the responsibility of the Contractor.

Note: The City uses an automated fuel reporting system made by Trak Engineering Co. The system requires an electrical or mechanical 10/1 pulser. Bidders may call Trak at 800-449-2702 in order to obtain information about compatible meters and dispensers. Maintenance of the Trak equipment is not the responsibility of the Contractor.

Drivers

No more than two 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.

Deliveries

Fuel deliveries must be made on a regular schedule. Shipments must arrive at specified destinations **between the hours of 8:00 A.M. and 3:30pm** for the City of Fort Collins. 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. It is imperative that neither site run out of propane fuel.

Emergencies

The Contractor must be able to provide after hours service in the event of an emergency (i.e. fire, main break, power outage, etc.). If there is an emergency, the Contractor must be able to deliver propane fuel within two hours after notification.

Repair Response Time

The Contractor must be able to respond quickly to a reported fuel system leak or equipment failure.

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 an alternate source.

Problem Resolution

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

Invoices

The Contractor, on all invoices, shall specify the quantity of fuel delivered and the Service Provider's cost of fuel, along with the Service Provider's mark-up and delivery charge. Invoices must be furnished exclusive of any Federal Excise Tax and State and Local Taxes. The City will need invoices faxed to Fleet Services within two calendar days and an original invoice mailed to the City within five calendar days after the fuel has been delivered. The Contractor must, when requested, also supply proof of fuel costs in a form acceptable to the City Representative.

All City invoices shall be sent to
City of Fort Collins Accounting Department, PO Box 580, Ft. Collins, CO 80522

Fax invoice to City of Fort Collins - Fleet Services 970-221-6857

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.

Advance Purchases

In order to minimize the effects of price variations, the City may want to purchase bulk propane fuel in advance.

2.0 Contract Requirements

The successful vendor must sign and return the Services Agreement, with proof of insurance (see Insurance and Permits), within ten (10) working days of notice of award.

The initial contract period shall commence on the date a Services Agreement is signed and end December 31, 1999. At the option of the City the Agreement may be renewed for additional one-year periods, not to exceed four (4) additional one-year periods. Vendor will be notified of such renewal, in writing, thirty (30) days prior to the end of the initial term or any renewal term. Price changes must be negotiated by and agreed to by both parties.

3.0 Insurance and Permits

The awarded vendor must furnish proof of adequate levels of insurance to meet the City requirements, as specified in the attached contract. Vendor must be properly licensed and secure necessary permits wherever applicable.

4.0: Bid Acceptance

All bid proposals shall remain subject to initial acceptance 90 days after the day of submittal.

5.0 Proposal (Read carefully and provide all requested information)

5.1 Propane Pricing

Delivery Charge, per gallon	_____ ¢
Markup Over Rack Price, per gallon	_____ ¢

5.2 Tanks

Tanks will be installed within two weeks of bid award ____ **Yes** ____ **No**

5.3 Delivery & Response Times

Deliveries can begin _____ **days** after proper notification of bid award Can deliveries be routinely made within the time frame specified? ____ **Yes** ____ **No**

Can emergency deliveries be made within two hours of notification? ____ **Yes** ____ **No**

Response time after notification of a leak or equipment malfunction _____ **hour(s)**

5.4 Discount for Prompt Payment

A ____ % discount may be taken for payment made within ____ days of delivery

5.5 Supplemental Information

On separate sheets, provide the following information

- 1 A list of suppliers from which you regularly obtain propane and a sample of the supplier delivery ticket, invoice, or other proof of fuel cost which can be supplied to the City
- 2 Describe the methods available to the City to pre-purchase propane fuel Include contract sizes, time frames, and all other pertinent information
- 3 List at least three (3) references, preferably government entities you currently supply with propane fuel
- 4 Complete and return Exhibit C, Year 2000 Compliance form Enter "None" in Section 2 0, if applicable

Note: Enclose a sample of your propane delivery ticket and related invoice with your bid

6 0 Contractor's Statement

I have read and fully understand all the conditions, specifications, and special instructions herein set forth above in paragraphs 1 0 through 5 5 I hereby agree to comply with all said conditions, special instructions, and specifications as stated or implied

Signature	Title
Company	Date
Street	Phone #
City/State/Zip	Fax #

Exhibit A

**Sample
SERVICES AGREEMENT
PROPANE FUEL SUPPLIER**

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and , hereinafter referred to as "Service Provider"

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows

1. Scope of Services

The Service Provider agrees to provide propane fuel services in accordance with the scope of services attached hereto as Exhibit "A", consisting of ____ (____) page[s], and incorporated herein by this reference

2. Contract Period

This Agreement shall commence _____ 1999, and shall continue in full force and effect until December 31, 1999, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.

3. Delay

If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

4 Early Termination by City/Notice

Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses

City:

City of Fort Collins Purchasing
PO Box 580
Fort Collins, CO 80521

Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum

The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of

\$ _____ per gallon of delivered propane fuel, as a delivery charge, and

\$ _____ per gallon of delivered propane fuel, as a markup over Service Provider's cost for such fuel

6. City Representative

The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

7. Independent Service provider

The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services

It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

9. Acceptance Not Waiver

The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty

Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

11. Default

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

12. Remedies

In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to

- a Terminate the Agreement and seek damages,
- b Treat the Agreement as continuing and require specific performance, or
- c Avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13 Binding Effect

This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance

- a The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
- b The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
- c Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit ____, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

15. Entire Agreement

This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Severability

The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

End of Sample Agreement

Exhibit B

Sample

INSURANCE REQUIREMENTS

1 The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement"

* "The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins "

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2 Insurance coverages shall be as follows

A Workers' Compensation & Employer's Liability The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement

1 Workers' Compensation insurance with statutory limits as required by Colorado law

2 Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee

B Commercial General & Vehicle Liability The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

Exhibit C

YEAR 2000 COMPLIANCE CERTIFICATION AND INDEMNITY

Section 1 Contractor hereby certifies that all information resources or systems to be provided or used in connection with the performance of this Agreement are "Year 2000 Compliant", except as otherwise expressly described in Section 2, below "Year 2000 Compliant" shall mean that information resources meet the following criteria

- a Data structures (e g , databases, data files) provide 4-digit date century recognition For example, "1996" provides date century recognition, "96" does not
- b Stored data contains date century recognition, including (but not limited to) data stored in databases and hardware/device internal system dates
- c Calculations and programs logic accommodate both same century and multi-century formulas and date values Calculations and logic include (but are not limited to) sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values
- d Interfaces (to and from other systems or organizations) prevent non-compliant dates and data from entering any state system
- e User interfaces (i e , screens, reports, etc) accurately show 4 digit years
- f Year 2000 is correctly treated as a leap year within all calculation and calendar logic

Section 2 Contractor has identified the following information resources or systems that will be provided or used in connection with the performance of this Agreement that are not, or will not by December 1, 1998, be Year 2000 Compliant

Section 3

a Contractor hereby certifies that the instances of information resources or systems not Year 2000 Compliant identified in Section 2, above, will be Year 2000 Compliant no later than December 1, 1998, and that Contractor shall notify the City of the status of Year 2000 Compliance for such resources or systems upon the earlier of the date Year 2000 Compliance is achieved or on June 30, 1999

b Contractor hereby certifies that the instances of information resources or systems identified in Section 2, above, as not Year 2000 Compliant, and for which Year 2000 Compliance is or will not be achieved by December 1, 1998, are not related to and do not impair the performance by Contractor of the terms of this Agreement, and do not produce new non-compliant information resources or systems

Section 4 Contractor agrees to notify the City immediately of any information resources or systems that are not Year 2000 Compliant upon encountering the same in connection with the performance of the Agreement, including without limitation any information resources or systems in use by Contractor in the performance of the Agreement or information resources or systems of the City regarding which Contractor obtains information in the course of its performance of the Agreement

Section 5 Contractor agrees to permit examination, by the City or agents thereof, of any and all information resources and systems in use in connection with this Agreement, and related Year 2000 Compliance implementation plans, in order to evaluate Year 2000 Compliance and potential implications of the same for the City and for performance of the Agreement

Section 6 The Contractor shall indemnify and hold harmless the City, and its officers, agents and employees, from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting from the Contractor's failure to disclose instances of information resources or systems that are not Year 2000 Compliant, or failure to comply with the terms of this Exhibit C