

INVITATION TO BID

Delivered Bulk Fuel

POSTED: November 29, 2016

Bid #: 17-0026

BIDS DUE: TUESDAY, DECEMBER 13, 2016 @ 2:00 PM CST



FLEET SERVICES
4825 Mike Colalillo Drive
Duluth, MN 55807-2731

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Purchasing Division
100 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340 FAX: 218-730-5921
purchasing@duluthmn.gov

INVITATION TO BID BULK FUELS

BID NUMBER: 17-0026

BID OPENING: TUESDAY, DECEMBER 13, 2016 AT 2:00 PM

PROJECT DESCRIPTION: The City of Duluth is seeking bids for bulk fuels delivered to various locations within the City for 2017.

For ease of comparing prices, please bid rack price per gallon and cents per gallon above rack price as indicated on the bid form.

AWARD: The selected contractor will be issued a purchase order for one (1) year, with four (4) one-year renewal options.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

INSTRUCTIONS TO BIDDERS

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Bid results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Price may not be the only consideration for bid award. Bids must be firm for calendar year 2017.

The following documents must be submitted with your bid:

1. **Acknowledgment of Addendum** – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award. Submitting these documents with your bid will assist in expediting the process.

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the Insurance Requirements included with this invitation.

2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

ADDITIONAL BID INFORMATION

Following are specific criteria that need to be addressed in the bid.

1. **Guaranteed Supplier(s):** List the names and addresses of both your primary and emergency backup suppliers.
2. **Delivery Requirements:** Deliveries may be required at any of the locations listed below. Identify how you will meet bulk fuel delivery needs to these locations.
 - a. Enger Park Golf Course, 1800 W. Skyline Blvd.
 - i. Unleaded Gasoline (87 octane), 500 gal tank
 - ii. Diesel, 500 gal tank
 - b. Far West Toolhouse #5, 2407 Commonwealth Ave.
 - i. Diesel, 2000 gal tank
 - c. Fire Station #1, 602 W. 2nd St.
 - i. Diesel, 500 gal tank
 - d. Lakewood Water Treatment Plant, 8130 Congdon Blvd.
 - i. Fuel Oil #2 (Heating Oil), 2000 gal tank
 - e. Lester Park Golf Course, 1801 Lester River Rd.
 - i. Diesel, 500 gal tank
 - ii. Unleaded Gasoline (87 octane), 500 gal tank
 - f. Park Maintenance Lakewalk, Lift Station #6, 200 Lake Place Dr.
 - i. Diesel, 275 gal tank
 - g. Street Maintenance, Superior Street & Expressway
 - i. Diesel, 500 gal tank
3. **Emergency Situations:** An emergency situation results from an event occurring out of the realm of a normal eight-hour workday (i.e., snowstorm, broken water main, flood disaster/road washout). The emergency may require equipment to remain out in the “field” and require on-site fueling. Please include an emergency contingency plan with your bid, including how an emergency situation will be handled for fueling and 24-hour contact information.
4. **Documentation:** Following are specific data requirements that must be addressed in your bid, and which will be given the most scrutiny when reviewing the bids.
 - a. Pricing structure: Please explain how final prices will be determined, minus taxes the City of Duluth does not pay. Please identify which applicable fees, if any, are included in the pricing structure. The name of the supplying refinery used in the bid must be provided, along with an invoice sample of a final billing

Note: For comparison purposes, all base pricing must start with the **supplying refinery** rack price of product used. To be consistent, please provide refinery’s product rack price for the period of December 3-9, 2016.
 - b. Invoicing: Please address invoice data you intend to supply (i.e., dates invoice should be

expected, what time period the charges are for, date payment is due, etc.). Statements must be attached to invoices that are downloaded to the City of Duluth system and must be easily reconciled. Sample invoices, statements and fuel tape information may be attached to the bid.

- c. **Security Controls:** Identify any signature requirements or other security control measures.
 - 5. **Accidental Spills:** Explain in the bid who is responsible for spills that may occur during bulk deliveries, recommended clean up procedures, reporting to proper authority, and disposal of clean up wastes.
 - 6. **Diesel Grade Changes:** Indicate summer and winter dates for diesel grade changes.
- Bulk fuel consumption from 11/1/2015 thru 10/31/2016 was approximately 54,000 gallons.

CITY OF DULUTH

Amanda Ashbach
Purchasing Agent

BID FORM
BID # 17-0026
DELIVERED BULK FUELS FOR 2017

ITEM	Rack price per gallon 12/3 – 12/9/16	Cents per gallon above rack price
Diesel #1	\$	\$
Diesel #2	\$	\$
Seasonal Blend	\$	\$
Unleaded Gasoline (87 octane)	\$	\$
Fuel Oil #2 (Heating Oil)	\$	\$

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this _____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's Federal Identification Number _____

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(Vendor's name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated

facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F) Employment Goals - "Construction" Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an "EEO Statement and Certification" similar in nature to this "Statement and Certification", (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

City of Duluth Indemnification & Insurance Requirements

INDEMNIFICATION CLAUSE

To the extent allowed by law, Contractor shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Contractor's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Contractor's employees or contractors, or d) the use of any materials supplied by the Contractor to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
 - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 - (4) *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*
 - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (5) **The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.

- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

PRE-2004 CG 2010

- A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth MN 55802	30