

City of Fayetteville Staff Review Form

2018-0189

Legistar File ID

4/3/2018

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

3/16/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a contract between City of Fayetteville and Petroleum Traders Corporation to provide gasoline and diesel fuel to the City per Bid 18-18 for an estimated annual amount of \$1,701,541.00.

Budget Impact:

9700.770.1910-5213.00 & 5213.01

Shop

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,701,541.00

Funds Obligated \$ -

Current Balance \$ 1,701,541.00

Does item have a cost? Yes

Item Cost \$ 1,701,541.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20180209

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



**MEETING OF APRIL 3, 2018**

**TO:** Mayor and City Council  
**THRU:** Terry Gulley, Director of Transportation  
**FROM:** Jesse Beeks, Fleet Operations Superintendent  
**DATE:** March 16, 2018  
**SUBJECT:** **Approval of Bulk Fuel Contract**

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**RECOMMENDATION:**

That City Council approve the Bulk Fuel Contract with Petroleum Traders Corporation to supply gasoline and diesel fuel per Bid 18-18.

**BACKGROUND:**

The City of Fayetteville's current fuel contract with Littlefield Oil Company per Resolution 86-13 is expiring on April 16, 2018. A new contract needs to be in place to insure there is not a lapse in fuel inventory.

**DISCUSSION:**

Bid 18-18 was opened February 28, 2018. Petroleum Traders Corporation was the low bidder, a bid tab sheet is attached.

**BUDGET/STAFF IMPACT:**

Fleet recommends that Council approve the contract between City of Fayetteville and Petroleum Traders Corporation to supply fuel to the City per Bid 18-18.

Fuel has been budgeted for in operating budgets.

**Attachments:**

Bid Tab 18-18  
Contract  
Bid 18-18 Documents  
Petroleum Traders Submitted Bid



**CITY OF  
FAYETTEVILLE  
ARKANSAS**

# Bulk Fuel

Bid No. 18-18  
Official Bid Tabulation

Bid No. 18-18  
Date: 2.21.2018  
Time: 2:00 PM

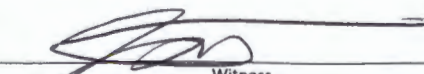
Lioneld Jordan, Mayor

Number of Addendums: 1

Bidder				Frost Oil Company				Littlefield Oil Company				Petroleum Traders Corporation			
Schedule A (Full Tank Deliveries)															
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	=	Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)	=	Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)	=	Total Line Item Bid (Mark up)	
A1	#2 Dyed Ultra Low Sulfur Diesel	25,000	x	\$0.0314	=	\$785.00		\$0.0380	=	\$950.00		\$0.0101	=	\$252.50	
A2	Unleaded 87 Octane Gasoline	17,500	x	\$0.0274	=	\$479.50		\$0.0338	=	\$591.50		\$0.0210	=	\$367.50	
*Total Base Bid - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)				\$1,264.50				\$1,541.50				\$620.00			
Schedule B (Bob-Tail Deliveries - no 100 octane)															
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)	
B1	#2 Dyed Ultra Low Sulfur Diesel	2,500	x	\$0.1000		\$250.00		\$0.1000		\$250.00		\$0.2500		\$625.00	
B2	Unleaded 87 Octane Gasoline	400	x	\$0.1000		\$40.00		\$0.1000		\$40.00		\$0.2500		\$100.00	
*Total Base Bid - Schedule B: (does not include base cost for fuel)				\$290.00				\$290.00				\$725.00			
*Total Base Bid - Schedule A + Schedule B: (does not include base cost for fuel)				\$1,554.50				\$1,831.50				\$1,345.00			
*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.															
This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS average rack price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.															

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

  
Certified: Andrea Rennie CPPO, CPPB

  
Witness

3/01/18  
Date



**CITY OF  
FAYETTEVILLE  
ARKANSAS**

City of Fayetteville  
Bid 18-18, Bulk Fuel  
Contract – Between City of Fayetteville, AR  
and Petroleum Traders Corporation  
Terms: One (1) year with four (4) renewals

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Fayetteville, Arkansas (City), and Petroleum Traders Corporation in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Petroleum Traders Corporation at its own cost and expense shall furnish all labor, fuel, transportation costs, materials, costs to deliver and unload fuel into the City's tanks, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 18-18 as stated in Petroleum Traders Corporation bid proposal, and in accordance with specifications attached here to and made a part hereof under Bid 18-18, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Petroleum Traders Corporation based on their bid proposal. Payments will be made after approval and acceptance of work, delivery, and submission of invoice. Payments will be made approximately 15 calendar days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Petroleum Traders Corporation consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 18-18 with the specifications and conditions typed thereon.
  - B. Petroleum Traders Corporation bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Petroleum Traders Corporation and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Petroleum Traders Corporation.
5. Petroleum Traders Corporation shall not assign its duties under the terms of this agreement without prior written consent of the City.
6. Petroleum Traders Corporation agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Petroleum Traders Corp performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Petroleum Traders Corporation shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Petroleum Traders Corporation shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected,

- a. Contractor's Liability Insurance: The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater. The premiums for all insurance and the bond required herein shall be paid by Petroleum Traders Corporation. Policies shall be endorsed to provide the City of Fayetteville within a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA). Any fleet or third party sub-contracts utilized by Petroleum Traders Corporation shall have the same insurance as required for Petroleum Traders Corporation.
  - a. Umbrella General Liability \$1,000,000
  - b. Workers' compensation Statutory (State and Federal Limits)
  - c. Commercial General Liability
    - i. General Aggregate \$1,000,000
  - d. Business Automobile Liability
    - a. Any one loss or accident \$1,000,000
  - e. Environmental Impairment Liability (EIL) and/or Pollution Liability
    - a. \$2,000,000 per occurrence
    - b. EIL coverage(s) must be included in policies listed in subsection 1.1 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading, transferring, and transporting materials under the Contract shall be included under the Automobile Liability insurance or other policy(s).
8. Petroleum Traders Corporation to furnish proof of licensure as required by all local and state agencies.
9. Terms: This contract shall be effective for one (1) year from date approved by City Council and shall be renewable for up to an additional four (4) one-year terms for a possible contract term of five (5) years. This contract may be terminated by the City of Fayetteville or Petroleum Traders Corporation with 30 days written notice.
10. Liquidated Damages: N/A
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.
13. Emergency of Disaster Situations: Petroleum Traders Corporation agrees to give the City top priority status in case of any and all emergency or disaster situations in order for the City keep necessary services available to its citizens. Petroleum Traders Corporation understands the priority of this contract item to enable the City to have services readily available to the public, generators are fueled to maintain operations, and all emergency command centers are operational.
14. Taxes: Petroleum Traders Corporation understands the City may be exempt from specific taxes in accordance

with IRS and State regulations. Petroleum Traders Corporation agrees to not charge the City taxes it is exempt from. The City, if applicable, will sign a certificate of exemption to be maintained on file for the duration of this contract.

15. Emergency Purchasing: In the event of an emergency or disaster is declared, the City reserves the right to obtain such products or services from any source, including but not limited to this contract, which will meet the needs of such emergency. Petroleum Traders Corporation shall not be entitled to any claim or lost profits for products or services procured from outer sources pursuant to this paragraph. Petroleum Traders Corporation shall provide the City with contact information of personnel to be used during emergency situations.

In the event of a natural disaster, weather event, and or wide spread electrical power outages; the Petroleum Traders Corporation shall have a contingency plan in place to provide adequate fuel for the City to maintain uninterrupted operations. The Petroleum Traders Corporation shall work with the City of Fayetteville to identify emergency fuel service requirements during these type situations, and devise a viable written plan (Emergency Fuel Operations) to provide fuel to the various City generators in the affected area(s).

16. Delivery: Title and risk loss of fuel shall not pass to the City until City actually receives and takes physical possession of fuel at the point of delivery.
17. Quality & Testing: All motor fuels delivered under this contract shall be of high quality and shall not contain any foreign substances or water, which may damage any City vehicle or contaminate the fuel storage tanks. Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per method by the American Society of Testing Material, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, Petroleum Traders Corporation shall pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PETROLEUM TRADERS CORPORATION

CITY OF FAYETTEVILLE, ARKANSAS

By: Gayle Newton  
Signature

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

Gayle Newton, Contract Sales Manager  
Printed Name & Title

Glen Moonen  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

Glen Moonen  
Company Secretary (Printed Name)

\_\_\_\_\_  
Sondra E. Smith, City Clerk

Business Address

7120 Pointe Inverness Way  
Fort Wayne, IN 46804

City, State & Zip Code

Date Signed: 3/21/2018

Date Signed: \_\_\_\_\_

# Bid 18-18, Addendum 2



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

**Date:** Friday February 23, 2018

**To:** All Prospective Vendors

**From:** Les McGaugh – 479.575.8220 – [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

**RE:** Bid 18-18, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The following addition is made to the Technical Specifications:
  - 5.2 UNLEADED REGUALR GASOLINE
    - c. Gasoline shall contain no ethanol.
2. Location for OPIS pricing is Rogers, AR



# Bid 18-18, Addendum 1



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

**Date:** Friday February 16, 2018

**To:** All Prospective Vendors

**From:** Les McGaugh – 479.575.8220 – [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

**RE:** Bid 18-18, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. What is the anticipated award date? This Contract is anticipated to be discussed at the April 03, 2018 City Council Meeting.
2. Who is the incumbent supplier? Littlefield oil
3. Can you provide the bid tabulation from the previous RFP for these products and/or services? Attached
4. Please provide a sample invoice. Attached
5. Will this bid be awarded to one contractor or multiple vendors? Single award
6. Are subcontractors allowed? See Page 09, Section 19, General Terms and Conditions of Bid 18-18.
7. Will deliveries be full loads only? View bid form (full tank and bob-tail)
8. What monitoring equipment is available at each site? If so, what type? Any special fittings, pump, meter, etc. Veeder Root at Site B, and Intellifuel at Site A.
9. Is ACH/EFT an option? ACH is current method of Payment.
10. Would you consider OPIS DAILY Avg.? NO
11. Can or will deliveries be split between locations? Full tanker deliveries will sometimes be split between Site A and Site B.
12. Is there a diversity initiative associated with this bid? Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction.





BID: 13-15  
DATE: 02/26/13  
2:00 PM  
CITY OF FAYETTEVILLE

### Bid 13-15, Bulk Fuel

			Frost Oil Company		Littlefield Oil Company		Mansfield Oil Company of Gainesville, Inc.		Petroleum Traders Corporation		
			Schedule A (Full Tank Deliveries)								
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)		Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	20,000	X	\$ 0.0414 =	\$ 828.00	\$ 0.0380 =	\$ 760.00	\$ 0.0617 =	\$ 1,234.00	\$ 0.0114 =	\$ 228.00
A-2	Unleaded 87 Octane Gasoline	11,000	X	\$ 0.0374 =	\$ 411.40	\$ 0.0338 =	\$ 371.80	\$ 0.0190 =	\$ 209.00	\$ 0.0218 =	\$ 239.80
A-3	Soy Based Bio	3,000	X	\$ 0.1412 =	\$ 423.60	\$ 0.1500 =	\$ 450.00	\$ 0.1217 =	\$ 365.10	\$ 0.2522 =	\$ 756.60
Total Schedule A:				\$	1,663.00	Total Schedule A:	\$	1,581.80	Total Schedule A:	\$	1,808.10
Total Schedule A:				\$	1,224.40						
			Schedule B (Bob - Tail Deliveries)								
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)									
B-1	#2 Dyed Ultra Low Sulfur Diesel	8,400	X	\$ 0.1128 =	\$ 947.52	\$ 0.1000 =	\$ 840.00	\$ 0.3404 =	\$ 2,859.36	\$ 0.2500 =	\$ 2,100.00
B-2	Unleaded 87 Octane Gasoline	2,600	X	\$ 0.1048 =	\$ 272.48	\$ 0.1000 =	\$ 260.00	\$ 0.3404 =	\$ 885.04	\$ 0.2500 =	\$ 650.00
Total Schedule B:				\$	1,220.00	Total Schedule B:	\$	1,100.00	Total Schedule B:	\$	3,744.40
Total Schedule B:				\$	2,750.00						
			Schedule C (Bob - Tail Deliveries - no 100 octane)								
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)									
C-1	100 Octane - Low Lead	2,500	X								
Total Schedule C:					NO BID	Total Schedule C:		NO BID	Total Schedule C:		NO BID
Total Schedule C:					NO BID						
TOTAL BID AMOUNT:				\$	2,883.00	TOTAL BID AMOUNT:	\$	2,681.80	TOTAL BID AMOUNT:	\$	5,552.50
TOTAL BID AMOUNT:				\$	3,974.40						

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: Andrew Foren Joanna Main 2-27-13  
A. FOREN, PURCHASING AGENT WITNESS DATE



# Invoice

Page 1 of 1

Littlefield Oil Company, Inc.  
PO Box 180100  
Fort Smith, AR 72918 USA  
4796460595

Remit To: PO Box 180100 Fort Smith, AR 72918

Account Number: 1000810  
Invoice Number: 424022  
Invoice Date: 02/06/18 06:25AM

Amount Due: \$12,427.85  
Due Date: 02/21/18

City of Fayetteville-Fleet  
1525 S Happy Hollow Road  
Fayetteville, AR 72701

Shipping Address:  
Shop  
Happy Hollow Road  
Fayetteville, AR 72701

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: Generations Transport (No Freight Out)	Vehicle: Truck 306 - MHC Lease Tran:	Salesperson: Tim Curd			
	Order Number: 424022	Purchase Order Number: 2018-17	BOL Number: 1136688			
	07 ULS Dyed Diesel	ULS Dyed Diesel/Gallons		5,539.0000	2.17780	\$12,062.83
					Tax:	\$365.02
					Total This Item:	\$12,427.85
					NET 15 Days Terms:	\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Environmental Fee	716018462	\$5.54	No
Federal Oil Spill Fee	716018462	\$10.52	No
Arkansas Environmental Fee	716018462	\$16.62	No
Arkansas Excise Dyed Diesel	716018462	\$332.34	No

No terms discount available for this invoice.

Products Total:	\$12,062.83
Shipping / Freight Total:	\$0.00
Tax Total:	\$365.02
Invoice Total:	\$12,427.85
Discount Total:	\$0.00
Net Invoice Total:	\$12,427.85
Total Due:	\$12,427.85



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## INVITATION TO BID

INVITATION TO BID: Bid 18-18, Bulk Fuel

**DEADLINE: Wednesday February 28, 2018 before 2:00 PM, Local Time**

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 01, 2018

### INVITATION TO BID Bid 18-18, Bulk Fuel

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Fayetteville  
Bid 18-18, Bulk Fuel  
Advertisement

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City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 18-18, Bulk Fuel

The City is seeking bids from qualified vendors for the purchase of bulk fuel for a one (1) year contract with four (4) automatic renewals.

All sealed bids are due by **Wednesday February 28, 2018 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov).

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

[lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 02/01/2018

Bid 18-18, Schedule A (Full Tank Deliveries)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	25,000	x	\$0._____	= \$
A-2	Unleaded 87 Octane Gasoline	17,500	x	\$0._____	= \$
*TOTAL BASE BID - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)					\$
Bid 18-18, Schedule B (Bob-Tail Deliveries - no 100 octane)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	2,500	x	\$0._____	= \$
B-2	Unleaded 87 Octane Gasoline	400	x	\$0._____	= \$
*TOTAL BASE BID - Schedule B: (does not include base cost for fuel)					\$
*TOTAL BASE BID - Schedule A + Schedule B: (does not include base cost for fuel)					\$
<p>*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A &amp; B shall be awarded to the overall low bidder for the total sum bid of the two schedules.</p>					
<p>This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS average rack price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.</p>					

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

## EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

\_\_\_\_\_ 1.) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
  - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
  - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: \_\_\_\_\_

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: \_\_\_\_\_

\*CITY: \_\_\_\_\_ \*STATE: \_\_\_\_\_ \*ZIP: \_\_\_\_\_

\*PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\*E-MAIL: \_\_\_\_\_

\*BY: (PRINTED NAME) \_\_\_\_\_

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: \_\_\_\_\_

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_



1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

**4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

**5. COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

**6. CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**7. WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

**8. LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

**9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

#### 10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

#### 11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

#### 12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

#### 13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

#### 14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

**20. NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

**21. LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**22. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**23. ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**24. INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

**Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,**

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

**25. OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail ([lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail ([lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
  - b. Order Date
  - c. Delivery date or the date of services
  - d. Name of the City Employee that requested or picked up the goods, materials, or service
  - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:** N/A
- a. **Attachment A – Fuel Tank Locations**
  - b. **Attachment B – 2017 Bob Truck Deliveries**



City of Fayetteville  
Bid 18-18, Bulk Fuel  
Technical Specification

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**1.0    GENERAL:**

- 1.1    The City of Fayetteville intends to establish a term contract to supply and deliver fuel products (gasoline and diesel on an as needed basis to various locations in the City of Fayetteville).
- 1.2    All product(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3    All specifications written are to minimums, unless otherwise noted.
- 1.4    All bulk tank wagon delivery trucks shall have Weights and Measures certified meters. Copies of current certificates shall be provided.
- 1.5    Vendor warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications.
- 1.6    To insure availability, vendor shall have fuel supply contracts with a minimum of two (2) major suppliers.
- 1.7    Quantities listed are approximate anticipated annual requirements based on prior purchases.
- 1.8    Bidder agrees to sell other automotive fuel products required for specific applications not listed in this bid but available from contracted suppliers at a price not to exceed the same cost factor of the highest per unit mark up listed in this bid. (Example: Site C - 100 Octane Aviation Fuel).
- 1.9    The City reserves the right to secure from another source if needed product cannot be delivered within the specified time.

**2.0    TERM:**

- 2.1    Contract shall be for a term of one year from date of award. Contract may be extended for four additional one year terms upon mutual agreement of the City and the vendor.
- 2.2    The City may terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount.

**3.0    INSURANCE:**

- 3.1 Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.
- 3.2 If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Fayetteville and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.3 Prior to commencing any work or services under this Contract, Contractor shall furnish City of Fayetteville with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Fayetteville shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within forty-eight (48) hours after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- a. Commercial General Liability
  - b. Auto Liability
  - c. Commercial General Liability
    - ❑i. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence.
    - ❑ii. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury.
  - d. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.
  - e. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract.

#### 4.0 RECORDS AND AUDIT RIGHTS:

- 4.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.
- 4.2 The City's authorized representative shall be afforded access, at reasonable times and places, to all of

the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

**5.0 MINIMUM SPECIFICATIONS:**

**5.1** Minimum standards shall be determined in accordance with the American Society for Testing and Materials (ASTM). All fuel must comply with provisions of the "Federal Clean Air Act" and any subsequent revisions as amended.

**5.2 UNLEADED REGULAR GASOLINE**

- a. Unleaded regular gasoline shall meet or exceed specifications of ASTM D949
- b. Minimum Octane rating – eighty seven (87)

**5.3 ULTRA LOW SULPHUR RED DYED No. 2 DIESEL FUEL**

- a. The Diesel Fuel shall meet or exceed specifications of ASTM D975
- b. Minimum cetane rating of forty five (45)
- c. If additives are added to reach cetane number, the cost of such additives shall be included in the bid pricing. The City shall pay no extra cost for additives. If additives are included, please disclose such on bid form.

**6.0 ADDITIONAL INFORMATION REQUIRED WITH BID:**

**6.1** Each bidder shall attach information sheets containing the following minimum information in order to determine the best service, support, and price offer for the City of Fayetteville.

- a. Company name
- b. Office address
- c. Name of officers or majority owners
- d. Number of owned transport tanker units
- e. Number of owned tank wagon units
- f. Name, address and contact information of all currently contracted transporters

**6.2** Bidder shall provide the following information with bid:

- a. Provide a listing of all contracted fuel suppliers.
- b. Provide a listing of all contracted terminals in the NWA or Fort Smith area.
- c. Provide the source of third party price information.

**6.3** Cancellation of a fuel supplier or terminal that factored into low bid award may be cause for contract cancellation

- a. Additional suppliers may be added upon notification of the City

6.4 The cost basis for fuel deliveries shall be the gross rack average price as reported in the Oil Price Information Service (OPIS) newsletter, which is published every Monday. This index contains rack prices confirmed the prior Thursday evening at 5:59 p. m. EST all year round except Thanksgiving, when the prices are confirmed on Wednesday at 5:59 p.m. EST. The bid form contains mark up pricing for each type of fuel. This mark up shall be added to the OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. **No price increase shall be allowed in this contract.**

- a. These prices and listed quantity estimates will be used to determine a bid price to which margin price will be added to determine the final bid price.

6.5 Copies of actual purchase invoices on dates indicated shall be provided with the bid.

7.0 **CONTRACT BULK FUEL PRICING:**

7.1 The contract price for all fuel shall be the margin price (in cents per gallon, to a maximum of four decimal places) for each line item, to be added to, the listed gross OPIS rack average price as described. That price will be used for all deliveries until the following Friday.

7.2 Margin prices shall include all costs of the contractor in performance of the contract to include overhead, profit, delivery and unloading fuel into the applicable storage tank and any other cost.

7.3 Additional charges not specifically outlined in this bid (additional handling, split load, split drop, etc.) will not be allowed unless listed and attached to the bid. Listed charges will be considered in final bid award.

7.4 The margins bid shall to remain firm for the entire contract period.

7.5 No taxes are to be included in the contract prices. Applicable taxes shall be itemized and billed as a separate item on invoices.

8.0 **BULK FUEL DELIVERY METHOD:**

8.1 All orders will be placed by authorized city staff by phone, FAX, or other mutually agreed process.

8.2 All orders shall be filled no later than the second business day following date of order.

8.3 Order quantities will allow for full tanker delivery except locations where specified tank size will not accommodate.

8.4 Site A gasoline orders will be for split tanker with diesel delivery at same location or split tanker with Site B. Charges (if any) for these services shall be clearly listed in attachment to the bid.

8.5 Contractor shall accommodate for delivery into above ground tanks where specified.

8.6 Delivery times shall be coordinated with each delivery location.

**9.0 BULK FUEL DELIVERY TICKET:**

**9.1** A delivery ticket containing the following information shall be provided at the time of each delivery:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Grade of fuel
- f. Terminal
- g. Supplier
- h. Bill of lading fuel quantity (net gallons)
- i. Reading prior to unloading
- j. Reading following unloading

**9.2** The City shall only authorize payment for the actual (net) quantity of fuel delivered to each site.

**9.3** Company driver and City personnel shall both sign and date the delivery ticket.

**10.0 BILLING (MUST BE PROVIDED WITHIN 24 HOURS OF DELIVERY):**

**10.1** All invoices shall clearly outline the following:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Terminal
- f. Fuel supplier
- g. OPIS price
- h. Margin price (price bid)
- i. Applicable taxes
- j. Valid Purchase Order Number.
- k. Net Gallons Delivered
- l. All invoices must be accompanied by the following information:
- m. Copy of Terminal Bill of Lading
- n. Copy of Suppliers Invoice

**11.0 PAYMENT:**

**11.1** The City prefers to pay with a P-Card (VISA) card at no additional fee or cost to the City, which provides payment of invoices within 24-48 hours, depending on Bidder's credit card processor. However, if VISA payments are not an acceptable method of payment, the City's payment terms for this bid shall be net fifteen (15) from date of accepted invoice.

Tank Size (Gallons)	Site	Site Description	Site Address	Tank Type	Estimated Monthly Usage (Gallons)	Fuel Type
15,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	25,000	#2 Dyed Ultra Low Sulfur Diesel
6,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	8,500	Unleaded 87 Octane
10,000	B	City Hall	125 N. Church St.	Under Ground	9,000	Unleaded 87 Octane
550	C	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel
1,000	C	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane
1,000	*D	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane
3,000	*D	Westside WWTP	15 Broyles Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
3,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
2,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
1,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		Unleaded 87 Octane
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
250	F	Lift Station #5	3896 N. Gregg	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
200	G	Lift Station #6	3021 N. Old Wire Road	Above Ground	17	#2 Dyed Ultra Low Sulfur Diesel
3,000	J	Lift Station #7	2065 N Sunshine Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
250	H	Lift Station #8	729 W. North St.	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
250	I	Lift Station #9	1336 N. Porter Road	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel

### Bob Truck deliveries - 2017

<u>Date</u>	<u>Location</u>	<u>Description</u>	<u>Gross Delivered</u>
3/2/2017	BMS	Diesel	1218
4/28/2017	West Side	Diesel	692
4/28/2017	West Side	Diesel	18
4/28/2017	Noland	Diesel	785
6/20/2017	Hamestring	Diesel	900
6/20/2017	Noland	Diesel	1419
6/20/2017	West Side	Diesel	449
6/20/2017	West Side	Diesel	551
6/22/2017	BMS	Diesel	1100
7/14/2017	Noland	Diesel	1855
7/14/2017	Noland	Diesel	30
7/14/2017	Hamestring	Diesel	1040
7/14/2017	West Side	Diesel	1058
7/23/2017	BMS	Diesel	577
7/23/2017	BMS	Diesel	23
7/23/2017	Noland	Diesel	1892
7/25/2017	West Side	Diesel	1133
7/25/2017	West Side	Diesel	26
7/25/2017	Hamestring	Diesel	992
7/28/2017	Noland	Diesel	803
8/17/2017	Hamestring	Diesel	425
8/17/2017	West Side	Diesel	725
8/17/2017	Noland	Diesel	39
8/17/2017	Noland	Diesel	811
8/17/2017	BMS	Diesel	1400
9/6/2017	Noland	Diesel	1651
9/6/2017	Hamestring	Diesel	1107
9/6/2017	West Side	Diesel	1267
9/25/2017	West Side	Diesel	339
9/25/2017	Hamestring	Diesel	263
9/25/2017	Noland	Diesel	1047
9/25/2017	BMS	Diesel	853
11/30/2017	BMS	Diesel	1222
11/30/2017	BMS	Diesel	40
11/30/2017	Noland	Diesel	730
1/16/2017	Noland	Unleaded	892
3/2/2017	Noland	Unleaded	504
5/1/2017	Noland	Unleaded	400
6/8/2017	Noland	Unleaded	597
7/28/2017	Noland	Unleaded	745
9/25/2017	Noland	Unleaded	646
11/30/2017	Noland	Unleaded	650





**CITY OF  
FAYETTEVILLE  
ARKANSAS**

City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

**INVITATION TO BID**

**INVITATION TO BID: Bid 18-18, Bulk Fuel**

**DEADLINE: Wednesday February 28, 2018 before 2:00 PM, Local Time**

**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**

**PURCHASING AGENT: Les McGaugh, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)**

**DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 01, 2018**

**INVITATION TO BID**

**Bid 18-18, Bulk Fuel**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Petroleum Traders Corporaiton

Contact Person: Gayle Newton Title: Contract Sales Manager

E-Mail: gnewton@petroleumtraders.com Phone: 800-348-3705 x4

Business Address: 7120 Pointe Inverness Way

City: Fort Wayne State: IN Zip: 46804

Signature: *Gayle Newton* Date: 2/26/2018

City of Fayetteville  
Bid 18-18, Bulk Fuel  
Advertisement

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City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 18-18, Bulk Fuel

The City is seeking bids from qualified vendors for the purchase of bulk fuel for a one (1) year contract with four (4) automatic renewals.

All sealed bids are due by **Wednesday February 28, 2018 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov).

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

[lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 02/01/2018

Bid 18-18, Schedule A (Full Tank Deliveries)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	25,000	X	\$0.0101	= \$ 252.50
A-2	Unleaded 87 Octane Gasoline	17,500	X	\$0.0210	= \$ 367.50
*TOTAL BASE BID - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)					\$ 620.00
Bid 18-18, Schedule B (Bob-Tail Deliveries - no 100 octane)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	2,500	X	\$0.2500	= \$ 625.00
B-2	Unleaded 87 Octane Gasoline	400	X	\$0.2500	= \$ 100.00
*TOTAL BASE BID - Schedule B: (does not include base cost for fuel)					\$ 725.00
*TOTAL BASE BID - Schedule A + Schedule B: (does not include base cost for fuel)					\$ 1,345.00
<p>*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A &amp; B shall be awarded to the overall low bidder for the total sum bid of the two schedules.</p>					
<p>This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS average rack price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.</p>					

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

- City of Fayetteville, AR  
Bid 18-18, Bulk Fuel  
Page 4 of 17

Unsigned bids will be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: Petroleum Traders Corporaiton

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name N/A

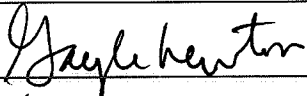
\*BUSINESS ADDRESS: 7120 Pointe Ineverness Way

\*CITY: Fort Wayne \*STATE: IN \*ZIP: 46804

\*PHONE: 800-348-3705 x4 FAX: 260-203-2824

\*E-MAIL: gnewton@petroleumtraders.com

\*BY: (PRINTED NAME) Gayle Newton

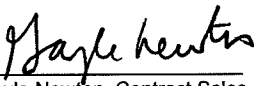
\*AUTHORIZED SIGNATURE: 

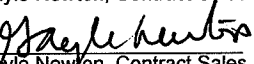
\*TITLE: Contract Sales Manager

DUNS NUMBER: 02-164-0487 CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 35-1462227

Acknowledge Addendums:

Addendum No. 1 Dated: Feb 16, 2018 Acknowledged by:   
Gayle Newton, Contract Sales Manager

Addendum No. 2 Dated: Feb 23, 2018 Acknowledged by:   
Gayle Newton, Contract Sales Manager

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

City of Fayetteville  
Bid 17-XX, Equipment Bid  
General Terms and Conditions

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1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

**4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

**5. COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

**6. CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**7. WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

**8. LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

**9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**10. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**11. COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

**13. CITY INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.



15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. **ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

**20. NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

**21. LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**22. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**23. ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**24. INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

**Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,**

**will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

**25. OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail ([lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail ([lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
  - b. Order Date
  - c. Delivery date or the date of services
  - d. Name of the City Employee that requested or picked up the goods, materials, or service
  - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

**27. ATTACHMENTS TO BID DOCUMENTS: N/A**

- a. **Attachment A – Fuel Tank Locations**
- b. **Attachment B – 2017 Bob Truck Deliveries**

City of Fayetteville  
Bid 18-18, Bulk Fuel  
Technical Specification

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**1.0    GENERAL:**

- 1.1    The City of Fayetteville intends to establish a term contract to supply and deliver fuel products (gasoline and diesel on an as needed basis to various locations in the City of Fayetteville).
- 1.2    All product(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3    All specifications written are to minimums, unless otherwise noted.
- 1.4    All bulk tank wagon delivery trucks shall have Weights and Measures certified meters. Copies of current certificates shall be provided.
- 1.5    Vendor warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications.
- 1.6    To insure availability, vendor shall have fuel supply contracts with a minimum of two (2) major suppliers.
- 1.7    Quantities listed are approximate anticipated annual requirements based on prior purchases.
- 1.8    Bidder agrees to sell other automotive fuel products required for specific applications not listed in this bid but available from contracted suppliers at a price not to exceed the same cost factor of the highest per unit mark up listed in this bid. (Example: Site C - 100 Octane Aviation Fuel).
- 1.9    The City reserves the right to secure from another source if needed product cannot be delivered within the specified time.

**2.0    TERM:**

- 2.1    Contract shall be for a term of one year from date of award. Contract may be extended for four additional one year terms upon mutual agreement of the City and the vendor.
- 2.2    The City may terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount.

**3.0    INSURANCE:**

- 3.1 Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.
- 3.2 If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Fayetteville and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.3 Prior to commencing any work or services under this Contract, Contractor shall furnish City of Fayetteville with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Fayetteville shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within forty-eight (48) hours after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- a. Commercial General Liability
  - b. Auto Liability
  - c. Commercial General Liability
    - ❑i. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence.
    - ❑ii. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury.
  - d. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.
  - e. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract.

#### **4.0 RECORDS AND AUDIT RIGHTS:**

- 4.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.
- 4.2 The City's authorized representative shall be afforded access, at reasonable times and places, to all of

the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

**5.0 MINIMUM SPECIFICATIONS:**

- 5.1 Minimum standards shall be determined in accordance with the American Society for Testing and Materials (ASTM). All fuel must comply with provisions of the "Federal Clean Air Act" and any subsequent revisions as amended.

**5.2 UNLEADED REGULAR GASOLINE**

- a. Unleaded regular gasoline shall meet or exceed specifications of ASTM D949
- b. Minimum Octane rating – eighty seven (87)

**5.3 ULTRA LOW SULPHUR RED DYED No. 2 DIESEL FUEL**

- a. The Diesel Fuel shall meet or exceed specifications of ASTM D975
- b. Minimum cetane rating of forty five (45)
- c. If additives are added to reach cetane number, the cost of such additives shall be included in the bid pricing. The City shall pay no extra cost for additives. If additives are included, please disclose such on bid form.

**6.0 ADDITIONAL INFORMATION REQUIRED WITH BID:**

- 6.1 Each bidder shall attach information sheets containing the following minimum information in order to determine the best service, support, and price offer for the City of Fayetteville.

- a. Company name
- b. Office address
- c. Name of officers or majority owners
- d. Number of owned transport tanker units
- e. Number of owned tank wagon units
- f. Name, address and contact information of all currently contracted transporters

- 6.2 Bidder shall provide the following information with bid:

- a. Provide a listing of all contracted fuel suppliers.
- b. Provide a listing of all contracted terminals in the NWA or Fort Smith area.
- c. Provide the source of third party price information.

- 6.3 Cancellation of a fuel supplier or terminal that factored into low bid award may be cause for contract cancellation

- a. Additional suppliers may be added upon notification of the City

6.4 The cost basis for fuel deliveries shall be the gross rack average price as reported in the Oil Price Information Service (OPIS) newsletter, which is published every Monday. This index contains rack prices confirmed the prior Thursday evening at 5:59 p. m. EST all year round except Thanksgiving, when the prices are confirmed on Wednesday at 5:59 p.m. EST. The bid form contains mark up pricing for each type of fuel. This mark up shall be added to the OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. **No price increase shall be allowed in this contract.**

- a. These prices and listed quantity estimates will be used to determine a bid price to which margin price will be added to determine the final bid price.

6.5 Copies of actual purchase invoices on dates indicated shall be provided with the bid.

**7.0 CONTRACT BULK FUEL PRICING:**

7.1 The contract price for all fuel shall be the margin price (in cents per gallon, to a maximum of four decimal places) for each line item, to be added to, the listed gross OPIS rack average price as described. That price will be used for all deliveries until the following Friday.

7.2 Margin prices shall include all costs of the contractor in performance of the contract to include overhead, profit, delivery and unloading fuel into the applicable storage tank and any other cost.

7.3 Additional charges not specifically outlined in this bid (additional handling, split load, split drop, etc.) will not be allowed unless listed and attached to the bid. Listed charges will be considered in final bid award.

7.4 The margins bid shall to remain firm for the entire contract period.

7.5 No taxes are to be included in the contract prices. Applicable taxes shall be itemized and billed as a separate item on invoices.

**8.0 BULK FUEL DELIVERY METHOD:**

8.1 All orders will be placed by authorized city staff by phone, FAX, or other mutually agreed process.

8.2 All orders shall be filled no later than the second business day following date of order.

8.3 Order quantities will allow for full tanker delivery except locations where specified tank size will not accommodate.

8.4 Site A gasoline orders will be for split tanker with diesel delivery at same location or split tanker with Site B. Charges (if any) for these services shall be clearly listed in attachment to the bid.

8.5 Contractor shall accommodate for delivery into above ground tanks where specified.

8.6 Delivery times shall be coordinated with each delivery location.



**9.0 BULK FUEL DELIVERY TICKET:**

9.1 A delivery ticket containing the following information shall be provided at the time of each delivery:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Grade of fuel
- f. Terminal
- g. Supplier
- h. Bill of lading fuel quantity (net gallons)
- i. Reading prior to unloading
- j. Reading following unloading

9.2 The City shall only authorize payment for the actual (net) quantity of fuel delivered to each site.

9.3 Company driver and City personnel shall both sign and date the delivery ticket.

**10.0 BILLING (MUST BE PROVIDED WITHIN 24 HOURS OF DELIVERY):**

10.1 All invoices shall clearly outline the following:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Terminal
- f. Fuel supplier
- g. OPIS price
- h. Margin price (price bid)
- i. Applicable taxes
- j. Valid Purchase Order Number.
- k. Net Gallons Delivered
- l. All invoices must be accompanied by the following information:
- m. Copy of Terminal Bill of Lading
- n. Copy of Suppliers Invoice

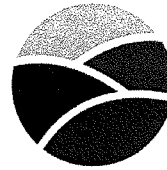
**11.0 PAYMENT:**

11.1 The City prefers to pay with a P-Card (VISA) card at no additional fee or cost to the City, which provides payment of invoices within 24-48 hours, depending on Bidder's credit card processor. However, if VISA payments are not an acceptable method of payment, the City's payment terms for this bid shall be net fifteen (15) from date of accepted invoice.

Tank Size (Gallons)	Site	Site Description	Site Address	Tank Type	Estimated Monthly Usage (Gallons)	Fuel Type
15,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	25,000	#2 Dyed Ultra Low Sulfur Diesel
6,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	8,500	Unleaded 87 Octane
10,000	B	City Hall	125 N. Church St.	Under Ground	9,000	Unleaded 87 Octane
550	C	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel
1,000	C	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane
1,000	*D	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane
3,000	*D	Westside WWTP	15 Broyles Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
3,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
2,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
1,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		Unleaded 87 Octane
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
250	F	Lift Station #5	3896 N. Gregg	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
200	G	Lift Station #6	3021 N. Old Wire Road	Above Ground	17	#2 Dyed Ultra Low Sulfur Diesel
3,000	J	Lift Station #7	2065 N Sunshine Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
250	H	Lift Station #8	729 W. North St.	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
250	I	Lift Station #9	1336 N. Porter Road	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel

Bob Truck deliveries - 2017			
Date	Location	Description	Gross Delivered
3/2/2017	BMS	Diesel	1218
4/28/2017	West Side	Diesel	692
4/28/2017	West Side	Diesel	18
4/28/2017	Noland	Diesel	785
6/20/2017	Hamestring	Diesel	900
6/20/2017	Noland	Diesel	1419
6/20/2017	West Side	Diesel	449
6/20/2017	West Side	Diesel	551
6/22/2017	BMS	Diesel	1100
7/14/2017	Noland	Diesel	1855
7/14/2017	Noland	Diesel	30
7/14/2017	Hamestring	Diesel	1040
7/14/2017	West Side	Diesel	1058
7/23/2017	BMS	Diesel	577
7/23/2017	BMS	Diesel	23
7/23/2017	Noland	Diesel	1892
7/25/2017	West Side	Diesel	1133
7/25/2017	West Side	Diesel	26
7/25/2017	Hamestring	Diesel	992
7/28/2017	Noland	Diesel	803
8/17/2017	Hamestring	Diesel	425
8/17/2017	West Side	Diesel	725
8/17/2017	Noland	Diesel	39
8/17/2017	Noland	Diesel	811
8/17/2017	BMS	Diesel	1400
9/6/2017	Noland	Diesel	1651
9/6/2017	Hamestring	Diesel	1107
9/6/2017	West Side	Diesel	1267
9/25/2017	West Side	Diesel	339
9/25/2017	Hamestring	Diesel	263
9/25/2017	Noland	Diesel	1047
9/25/2017	BMS	Diesel	853
11/30/2017	BMS	Diesel	1222
11/30/2017	BMS	Diesel	40
11/30/2017	Noland	Diesel	730
1/16/2017	Noland	Unleaded	892
3/2/2017	Noland	Unleaded	504
5/1/2017	Noland	Unleaded	400
6/8/2017	Noland	Unleaded	597
7/28/2017	Noland	Unleaded	745
9/25/2017	Noland	Unleaded	646
11/30/2017	Noland	Unleaded	650

# Bid 18-18, Addendum 1



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

**Date:** Friday February 16, 2018

**To:** All Prospective Vendors

**From:** Les McGaugh – 479.575.8220 – [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

**RE:** Bid 18-18, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. What is the anticipated award date? This Contract is anticipated to be discussed at the April 03, 2018 City Council Meeting.
2. Who is the incumbent supplier? Littlefield oil
3. Can you provide the bid tabulation from the previous RFP for these products and/or services? Attached
4. Please provide a sample invoice. Attached
5. Will this bid be awarded to one contractor or multiple vendors? Single award
6. Are subcontractors allowed? See Page 09, Section 19, General Terms and Conditions of Bid 18-18.
7. Will deliveries be full loads only? View bid form (full tank and bob-tail)
8. What monitoring equipment is available at each site? If so, what type? Any special fittings, pump, meter, etc. Veeder Root at Site B, and Intellifuel at Site A.
9. Is ACH/EFT an option? ACH is current method of Payment.
10. Would you consider OPIS DAILY Avg.? NO
11. Can or will deliveries be split between locations? Full tanker deliveries will sometimes be split between Site A and Site B.
12. Is there a diversity initiative associated with this bid? Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction.



BID: 13-15  
DATE: 02/28/13  
2:00 PM  
CITY OF FAYETTEVILLE

### Bid 13-15, Bulk Fuel

			Frost Oil Company		Littlefield Oil Company		Manassah Oil Company of Gainesville, Inc.		Petroleum Traders Corporation		
			Schedule A (Bob - Tail Deliveries)								
Item #	DESCRIPTION	Estimated Monthly Quantity (Gallons)		Mark up PER GALLON	Total Line Item Bid (Mark Up)		Mark up PER GALLON	Total Line Item Bid (Mark Up)		Mark up PER GALLON	Total Line Item Bid (Mark Up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	20,000	X	\$ 0.0414 =	\$ 828.00	\$ 0.0380 =	\$ 760.00	\$ 0.0617 =	\$ 1,234.00	\$ 0.0114 =	\$ 228.00
A-2	Unleaded 87 Octane Gasoline	11,000	X	\$ 0.0374 =	\$ 411.40	\$ 0.0338 =	\$ 371.80	\$ 0.0190 =	\$ 209.00	\$ 0.0218 =	\$ 239.80
A-3	Soy Based Bio	3,000	X	\$ 0.1412 =	\$ 423.60	\$ 0.1500 =	\$ 450.00	\$ 0.1217 =	\$ 365.10	\$ 0.2522 =	\$ 756.60
Total Schedule A:				\$ 1,663.00	Total Schedule A:	\$ 1,581.80	Total Schedule A:	\$ 1,808.10	Total Schedule A:	\$ 1,224.40	
			Schedule B (Bob - Tail Deliveries)								
Item #	DESCRIPTION	Estimated Monthly Quantity (Gallons)		Mark up PER GALLON	Total Line Item Bid (Mark Up)		Mark up PER GALLON	Total Line Item Bid (Mark Up)		Mark up PER GALLON	Total Line Item Bid (Mark Up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	8,400	X	\$ 0.1128 =	\$ 947.52	\$ 0.1000 =	\$ 840.00	\$ 0.3404 =	\$ 2,859.36	\$ 0.2500 =	\$ 2,100.00
B-2	Unleaded 87 Octane Gasoline	2,600	X	\$ 0.1048 =	\$ 272.48	\$ 0.1000 =	\$ 260.00	\$ 0.9404 =	\$ 895.04	\$ 0.2500 =	\$ 650.00
Total Schedule B:				\$ 1,220.00	Total Schedule B:	\$ 1,100.00	Total Schedule B:	\$ 3,744.40	Total Schedule B:	\$ 2,750.00	
			Schedule C (Bob - Tail Deliveries - No Bid)								
Item #	DESCRIPTION	Estimated Monthly Quantity (Gallons)		Mark up PER GALLON	Total Line Item Bid (Mark Up)		Mark up PER GALLON	Total Line Item Bid (Mark Up)		Mark up PER GALLON	Total Line Item Bid (Mark Up)
C-1	100 Octane - Low Lead	2,500	X		NO BID		NO BID		NO BID		NO BID
TOTAL BID AMOUNT:				\$ 2,883.00	TOTAL BID AMOUNT:	\$ 2,681.80	TOTAL BID AMOUNT:	\$ 5,552.50	TOTAL BID AMOUNT:	\$ 3,974.40	

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

A. FOREN, PURCHASING AGENT

WITNESS

DATE

2-27-13



# Invoice

Page 1 of 1

Littlefield Oil Company, Inc.  
PO Box 180100  
Fort Smith, AR 72918 USA  
4796460595

Remit To: PO Box 180100 Fort Smith, AR 72918

Account Number: 1000810  
Invoice Number: 424022  
Invoice Date: 02/06/18 06:25AM

Amount Due: \$12,427.85  
Due Date: 02/21/18

City of Fayetteville-Fleet  
1525 S Happy Hollow Road  
Fayetteville, AR 72701

Shipping Address:  
Shop  
Happy Hollow Road  
Fayetteville, AR 72701

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: Generations Transport (No Freight Out)	Vehicle: Truck 306 - MHC Lease Tran:	Salesperson: Tim Curd			
	Order Number: 424022	Purchase Order Number: 2018-17	BOL Number: 1136688			
	07 ULS Dyed Diesel	ULS Dyed Diesel/Gallons		5,539.0000	2.17780	\$12,062.83
					Tax:	\$365.02
					Total This Item:	\$12,427.85
					NET 15 Days Terms:	\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Environmental Fee	716018462	\$5.54	No
Federal Oil Spill Fee	716018462	\$10.52	No
Arkansas Environmental Fee	716018462	\$16.62	No
Arkansas Excise Dyed Diesel	716018462	\$332.34	No

No terms discount available for this invoice.

Products Total: \$12,062.83  
Shipping / Freight Total: \$0.00  
Tax Total: \$365.02  
Invoice Total: \$12,427.85  
Discount Total: \$0.00  
Net Invoice Total: \$12,427.85  
Total Due: \$12,427.85

# Bid 18-18, Addendum 2



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

**Date:** Friday February 23, 2018

**To:** All Prospective Vendors

**From:** Les McGaugh – 479.575.8220 – [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

**RE:** Bid 18-18, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The following addition is made to the Technical Specifications:  
5.2 UNLEADED REGULAR GASOLINE  
c. Gasoline shall contain no ethanol.
  
2. Location for OPIS pricing is Rogers, AR



## **PETROLEUM TRADERS CORPORATION**

7120 Pointe Inverness Way  
Fort Wayne, IN 46804-7928  
(260) 800-348-3705 x4

### **Company Overview**

Petroleum Traders Corporation has been a pure wholesaler of fuels since 1979. We are an experienced supplier of wholesale gasoline, premium, winter blend diesel, heating oil, as well as renewable fuels such as biodiesel and ethanol to government agencies across the country. Our resources include a host of large and small local and nationally recognized carriers to complete fuel deliveries. We have accounts with 90% of large and independent fuel refiners in the United States to better ensure availability of product in the event of difficulties within a region of the country.

Petroleum Traders maintains one of America's largest fuel distribution networks with supply points in 39 states nationwide. As a coast-to-coast pipeline shipper, we can satisfy your supply requirements through either delivery or direct terminal access throughout the continental US. Our supply spans the United States from coast to coast. We use a host of nationally recognized and local common carriers to facilitate delivery. Our supply sources include 90% of the major oil companies and large independent suppliers. Since its inception in 1979, our company has built its strength on a singular purpose: to meet and exceed the expectations of our customers in every aspect possible, including accountable service, quality products and customized pricing programs. Petroleum Traders Corporation is proud to be the largest pure wholesale fuel distributor in the country.

Petroleum Traders is an experienced supplier of wholesale gasoline, diesel fuel, heating oil, as well as renewable fuels such as biodiesel and E85 ethanol to government agencies. Working as either as a contract or spot supplier, we work alongside city, county, state, federal, and township government agencies to provide significant fuel cost savings and assist in budgeting with fuel price management. Petroleum Traders is familiar with and regularly participates in gasoline, diesel, and heating oil Request for Proposals (RFPs) and Invitation for Proposals (IFPs).

With Petroleum Traders, you're not only buying from a price leader, you're also getting the best proactive service in the business. Our prompt, responsive, and proactive customer service offers 24/7 communication to give you the attention you deserve. Emergency service is available as well to make sure you get the fuel you need when you need it the most.

Petroleum Traders Corporation consists of about 137 employees divided into various departments to ensure the satisfaction of our customers. The Contract Sales/Bid Department currently consists of (15) employees ranging in experience from 1 to 24 years. The combined experience of the departments paired with the guidance of our upper management team will ensure accurate and responsible service is provided.

Generally, 24 hours is all that is required to complete a delivery. Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible.





**PETROLEUM TRADERS  
CORPORATION**

7120 Point Inverness Way  
Fort Wayne, IN 46804-7928

**Contract Sales Bid Department**

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All contact regarding bids or awarded contracts are handled by the Contract Sales Bid Department.

This will include all requests for fuel delivery as well as any questions about contract specifications, invoicing, pricing, taxes, or product information.

Orders can be placed by emailing [bidorders@petroleumtraders.com](mailto:bidorders@petroleumtraders.com) or by calling **1-800-348-3705 option 4**. Any staff member who answers will be able to assist you.

Company Representatives that will be servicing your fuel contract if awarded, include, but are not limited to, the following Contract Sales Specialists.

The current Bid staff includes the following members

**Stephen Reuille**

**Austin Girardot**

**Kara Clark**

**Adam Carteaux**

**Rob Irwin**

**Nicole Perez**

**Bret Rhen**

**Kevin Smith**

**Seth Henline**

**Mariah Moonen**

**Tricia Alonzo**

**Alysha Waldren**

**Gayle Newton is the Contract Sales/Bids Manager.** Her email is [gnewton@petroleumtraders.com](mailto:gnewton@petroleumtraders.com).

**Joseph Vanderpool and Amanda Durnell are the Assistant Managers.** Their email is [jvanderpool@petroleumtraders.com](mailto:jvanderpool@petroleumtraders.com) and [adurnell@petroleumtraders.com](mailto:adurnell@petroleumtraders.com) respectively.

For our customer's convenience, Petroleum Traders Corporation may be reached 24 hours a day, 7 days a week, 365 days a year. During normal business hours of 7AM to 5PM we may be reached at 800-348-3705 option 4.

For after hours, weekends, or holidays dial the same number, but choose option #1 for the on call member of our dispatch staff and leave a message. All calls are returned within one hour.

**Carriers to be Used**

Progressive Transport  
3224 N Broadway  
Ardmore, OK 73401  
580-226-6117

Star Transport  
3201 E. Highland  
Jonesboro, AR  
833-413-7827

Generations Transport  
3403 Cavanaugh Road  
Fort Smith, AR 72918  
479-646-5243

Dupre Logistics  
201 Energy Parkway  
Suite 500  
Lafayette, LA  
337-237-8471 x2309

**Fuel Suppliers**

HWRT Oil Company  
Coffeyville Resrouces  
Hollyfrontier Refining  
Fuel Marketing  
Apex Oil Company  
Transmontaigne  
Valero

**Terminals**

Fort Smith, AR – Magellan  
Rogers, AR - Magellan