

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



INVITATION FOR BID

Fuels, Oils, and Lubricants Purchase

Issue Date: February 24, 2020

Bid Number: 19-054

Agent/Contact: Shane Brandt

Submissions Must Be Received by: March 12th, 2020 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Invitation for Bid process to supply and deliver various fuels, oils, and lubricants for the City fleet.

Bids will be publicly received and registered on March 12th, 2020 at 2:00 PM at City Hall, 433 South First Street, Montrose, Colorado 81401. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive in the city's purchasing office by the date and time listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download addenda.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (mail or e-mail) request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates sample contract, submit sample.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing - Bidder's List.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code, and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.

4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. PRE-BID CONFERENCE

A pre-bid conference is not offered for this Invitation For Bid.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual.

For this bid the contact is Shane Brandt at (970) 240-1496 or email: sbrandt@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Shane Brandt. All inquiries shall clearly identify the name of the firm and the authorized representative, the IFB number and title.

The deadline for receipt of questions from Bidders in regards to this IFB is March 5th, 2020.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the bid packet.
2. One original of the completed bid forms.
3. One original of signed bid addendum(s).
4. Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of envelope, with the bidder's name clearly written on the envelope.

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

The City of Montrose Public Works Department Fleet Division requests formal bids with itemized pricing for various fuels, oils, and lubricants to be used in multiple fleet assets.

1. Additional Required Documents:

- **Quality Assurance Plan**
- **Spill Prevention Plan**
- **Emergency Response Plan**

2. Estimated Consumption:

- **The City of Montrose Public Works Department Fleet Division purchases approximately sixty-thousand (60,000) gallons of unleaded fuel and sixty-thousand (60,000) gallons of diesel fuel each year. These volumes are provided for general bidder guidance only. No minimum purchase volumes are implied or guaranteed.**

- **The City of Montrose Public Works Department Fleet Division purchases in bulk approximately one-thousand five-hundred (1,500) gallons of motor oil, hydraulic fluid, transmission fluid, coolant, grease, and gear lube each year.**

3. Seller Warrants:

· **Seller warrants that it has used its own independent skill and expertise in connection with the selection and use of the product and that it possesses skill and expertise in handling, storage, transportation, treatment, use, and disposal of the product. Seller's recommendations, instructions, or information as to the safety, health, handling, use, unloading, or disposal of the product are based upon reasonably reliable information.**

4. Option To Renew:

· **Initial contract period shall be for one (1) year, at which time the City shall have the option to renew the contract for two (2) additional one (1) year periods. This option may be exercised at the sole discretion of the City, is not guaranteed, and shall be exercised only when contract renewal is clearly in the best interest of the City. Unless otherwise noticed in writing, the contract shall automatically renew at the end of the initial contract period. A maximum of two (2) contract renewals are allowed, for a potential total contract term of three (3) years.**

5. Delivery Requirements:

· **All product deliveries shall be approved in advance by, and coordinated with, the City of Montrose Public Works Department Fleet Division;**

- **Products shall be delivered F.O.B. to either the City of Montrose Public Works facility located at 1221 6450 Road, Montrose, CO 81401, or to the Black Canyon Golf Course located at 1350 Birch Street, Montrose, CO 81401;**

- **Deliveries shall be made within forty-eight (48) hours after issuance of purchase order to ensure continuity of City operations. No minimum order or lot is guaranteed and holding of orders shall not be allowed;**

- **When products are delivered, a City employee shall be present to verify delivered quantities and volumes. When fuel is delivered, a City employee shall be present to unlock storage tanks and verify stick reading. The delivery driver shall meter fuel into the tanks and sign and furnish a fuel delivery ticket with the beginning and ending meter readings;**

- **The delivery driver shall also be required to take a “stick” reading of fuel storage tanks in accordance with Colorado certified metering systems before and after delivery. All invoices shall be accompanied by delivery tickets. Alternative metering arrangements may be considered if based on Colorado certified metering systems for state calibrated storage tanks;**

- **Vendor shall provide the name and telephone number of a company contact person;**

- **Prior to fuel off-loading, the delivery driver shall wait for vehicles/equipment to finish fueling. Once fuel off-loading has begun, the delivery driver shall prevent any vehicle/equipment from fueling until the fuel off-loading process is complete;**
- **Deliveries shall comply with all local, state, and federal DER guidelines.**

6. Storage Capacity:

- **The City of Montrose Public Works Department facility fuel storage tank capacities are eight-thousand (8,000) gallons for diesel fuel, and eight-thousand (8,000) gallons for unleaded fuel. Storage tanks shall be filled to a maximum of ninety percent (90%) of these capacities.**

7. Spill Prevention:

- **Vendors shall maintain established, on-going fuel spill prevention plans and procedures to follow in the event of accidental fuel spills. This plan shall be provided with other required bid documents;**
- **No City employee or vendor employee shall authorize an “overfill”. Storage tanks shall be filled to a maximum of ninety percent (90%) of these capacities. In the event of an accidental spill or overfill, the delivery driver shall immediately notify a City employee or call the emergency number posted at the site. A written summary of the event shall be provided to the City of Montrose Public Works Department Fleet Division Superintendent within forty-eight (48) hours of the event.**

8. Fuel Requirements:

· **Quality products are desired. Contaminated or degraded products shall not be accepted. Fuels provided shall meet or exceed the following minimum requirements:**

○ **Gasoline shall be visibly free of undissolved water, sediment, and suspended matter. It shall be clear and bright at ambient temperatures. Anti-knock index levels, defined as the average of the research octane number and motor octane number ($R + M/2$) shall be eighty-five (85). ASTM standard specification for automotive gasoline D439-84 shall prevail in quality dispute;**

○ **#2 diesel fuel shall conform to ASTM D975-50T, A.P.I. 35 – 39, minimum octane No. 40, sulfur content not to exceed 15 ppm;**

○ **Contaminated or degraded fuel shall not be approved or accepted. Fuels shall be subject to any inspection, test, or approval the City deems necessary and appropriate. The City may, upon delivery of poor quality fuel, reject any delivery that does not pass inspection. Upon rejection, the vendor shall replace the defective fuel within a reasonable time after written notice by the City. Failure to do so is acceptable grounds for contract termination.**

· **Vendors shall maintain established, on-going quality assurance programs. This program summary shall be provided with other required bid documents.**

9. Emergency Response:

- **Vendors shall provide the City of Montrose with a written plan to ensure the uninterrupted delivery of products before and during natural disasters or emergencies such as hurricanes, storms, fires, explosions, fuel supply shortages, etc. The plan shall provide the names and contact information for a minimum of two (2) company employees available twenty-four (24) hours a day during such disasters or emergencies.**

10. Variable Pricing:

- **Vendors shall bid a variable “Rack” price. The “Total Over Cost” (including freight) shall remain the same throughout the contract period. Specify “Current Rack Price” as of March 9th, 2020. BIDDERS SHALL USE RACK PRICE OF THE SUPPLIER THAT BIDDER INTENDS TO USE DURING THE CONTRACT PERIOD. However, it is understood that the bidder is free to choose any supplier during the contract period that is believed to be more cost-effective, as long as products meet minimum specifications and requirements;**
- **The average (arithmetical mean) of the listed product price shall apply as the “Base” price for the purpose of this bid;**
- **The Rack Price, as shown on the bid schedule, is based on the current refinery price. Pricing shall be based on deliver date only, and not invoice date;**
- **Vendor shall supply Rack price from refinery invoices at the time of deliveries.**

11. Summary Reports:

- **Semi-annually, the vendor shall provide to the City a summary report of products delivered during the reporting period, including itemized quantities/volumes and costs for specific products.**

12. Pricing:

- **Pricing is based on a variable “Rack” price throughout the contract period. The “Rack” price is based on the average refinery price as reported in the “Oil Price Information Service” (OPIS) for unleaded 85 octane, #1 diesel ultra-low sulfur, and #2 diesel ultra-low sulfur.**

13. Oil & Fluids Specifications:

- **The following minimum specifications are required:**
 - **Universal Tractor Fluid – Caterpillar TO-2, John Deere J20C-J20D, Sunstrand Hydraulics;**
 - **15w40 – A.P.I. classification CK-4**
 - **5w20 – A.P.I. classification GF-5/SN;**
 - **Coolant/Antifreeze –Diesel Rated Ethylene- Glycol-Base 50/50 mixed Red in color**
 - **Grease – NLG-2, GC-LB, Moly High-Temp**
 - **Gear Lube – 75w-140 Synthetic GL-5**

- Allison Transmission Fluid – TES-295

- DEF-ISO 22241-1 32.5% Urea

BID SCHEDULE

Fuel Pricing:

	Unleaded 85 Octane	#1 Diesel Ultra-Low Sulfur	#2 Diesel Ultra-Low Sulfur
Current Rack Price			
Freight			

Total Over Cost			
Fed/Environ Charge			
Fixed Fee			
Winter Additive			
Total Price Per Gallon			

Will Vendor deliver with your own vehicles as opposed to using a common carrier?

_____ **YES** _____ **NO**

Oils & Lubricants Pricing:

PRODUCT	PRICE
Bulk 15w40 Per Gallon	
Bulk 5w20 Per Gallon	
Bulk UTF Per Gallon	
Bulk Coolant Per Gallon	
Bulk Allison Transmission Fluid Per Gallon	
Gear Lube Per 16 Gallon Barrel	

Grease Per Tube	
Grease Per 55 Gallon Barrel	
Bulk DEF Per Gallon	