



270 North Clark Street – Powell, Wyoming 82435
{307} 754-5106 – FAX {307} 754-5385

April 9, 2019

XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

SUBJECT: Key Card/Credit Card Fueling System

Dear Mr xxxxxxxx:

The City of Powell is accepting sealed bids for the purpose of purchasing unleaded gasolines and diesel fuels thru a key card or credit card system for its city vehicles and equipment.

Enclosed please find the following documents:

- Invitation to Bid
- Instructions to Bidders
- Bid Sheet
- Bid Proposal
- Contract
- Checklist

These forms will enable you to submit a bid for the above-mentioned fuel bid. Should you require any additional information, please do not hesitate to contact me at the address and phone number listed below.

I thank you in advance for your interest in the City of Powell.

Sincerely,

Gary Butts,
Director of Public Works
City of Powell, Wyoming

(307) 754-6951

INVITATION TO BID

Sealed bids for furnishing unleaded gasoline and diesel fuel will be received by the City of Powell at City Hall, 270 North Clark, Powell, Wyoming, 82435 until 10:30 AM, Tuesday May 21, 2019.

Mailed and hand delivered bids shall have the word "**FUELS**" written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above hour and date and award will be made as soon thereafter as practicable.

Bids received after the time and date above will be rejected and returned unopened.

Copies of the details, requirements and specifications may be obtained from the City of Powell website at www.cityofpowell.com or at City Hall, 270 North Clark St., Powell, Wyoming, free of charge.

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL

John F Wetzel
Mayor, City of Powell

Publish:	FIRST	Tuesday	April 16, 2019
	FINAL	Tuesday	April 23, 2019

CITY OF POWELL

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

1.1 Sealed bids for furnishing unleaded gasoline and diesel fuel at Powell, Wyoming, will be received until 10:30 AM, Tuesday, May 21, 2019 by the City of Powell at City Hall, 270 North Clark, Powell, Wyoming, 82435, at which time they will be publicly opened and read.

1.2 No bid will be considered which is not submitted on the supplied Bid Sheet, signed by a proper official of the bidder, and submitted in an envelope that is marked **FUELS**. Telephone, telegraph or facsimile bids will not be accepted.

1.3 No bid will be considered in which there have been modifications made to the bid forms.

1.4 Bids must be received in City Hall on or before the time and date specified. *Bids received after the time specified will not be considered and will be returned unopened to the bidder.*

2. MODIFICATIONS OR WITHDRAWAL OF BIDS

2.1 A bid that is in the possession of the City of Powell may be altered by facsimile, telegram or letter bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening. Alterations should not reveal the price but should indicate the addition, subtraction or other change in the bid.

2.2 A bid that is in the possession of the City of Powell may be withdrawn by the bidder up to the time of the bid opening. Bids may not be withdrawn after the bid opening.

3. SCOPE

3.1 It is the intent of the Invitation to Bid to establish prices for furnishing unleaded gasoline and diesel fuel on a Key Card or Credit Card system in indefinite quantities to the City of Powell, Powell, Wyoming.

4. CONTRACT PERIOD

4.1 Contract period shall be for a two (2) year time frame commencing on July 1, 2019 and end 11:59 pm June 30, 2021.

4.2 The bidder and the City agree that this bid or subsequent contract may, with the approval of the supplier and the City, be extended under the same terms and conditions of the contract for a period of one (1) additional year. The City shall notify the bidder of its intent to exercise the aforementioned option in writing.

5. PRICE ADJUSTMENTS

5.1 The price per gallon shall be figured as shown on the bid sheet. Both the bidder's rack or terminal price per gallon and bidder's markup (all other costs involved to include profit, overhead, labor, and freight) and state and federal taxes, must be shown. The bidder's cost will be adjusted as allowed in Paragraph 5.2. The bidder's markup is not adjustable and will be firm for the contract period.

5.2 The bidder's rack or terminal price quoted on the bid sheet is subject to changes in tank wagon prices and will be INCREASED OR DECREASED in an amount equal to the amount of such changes.

5.3 The bidder shall further be required to submit an invoice or notice of price change substantiating by date any price change made by the vendor during the billing period. Such verifications shall be included with the monthly billing made by the vendor. Payment will not be made until such notice is received.

5.4 For bidding purposes, bidder's **rack or terminal price shall be figured as of Friday, May 9, 2019.**

6. SPECIFICATIONS

6.1 All fuels furnished shall be a regular product of a recognized and approved refinery and shall be the same product normally supplied for retail sale to the general public. The following blended fuels will not be accepted: alcohol/ethanol additives or oxygenated gasoline.

6.2 Octane ratings of gasoline are as follows:
Unleaded gasoline a minimum octane rating of 85
Unleaded gasoline mid-range minimum rating of 88
Unleaded gasoline premium a minimum octane rating of 91
Diesel #2
Blend Diesel (Mixed winter blend in season)

7. GENERAL REQUIREMENTS

7.1 The successful bidder will be required to furnish such quantities under the items for which the award is made as required during the contract period.

7.2 The supplier shall be a licensed Wyoming dealer and shall be required to provide 24 hour a day, seven (7) days a week access (including holidays) to the City; an acceptable accounting/record keeping system (to be determined by the City).

7.3 Supplier must have the capability to fuel large machinery. The City requires a minimum of 14 feet clearance for its equipment and machinery. The City requires that windshield wash services be available (weather permitting). The City requires a minimum diameter of 1" hose and nozzle for diesel.

7.4 Supplier's cost per gallon shall be their rack or terminal price. This price is adjustable as indicated in Paragraph 5.2.

7.5 Bidder's markup shall include overhead, profit and freight. This price is not adjustable and shall remain firm for the contract period.

7.6 Prices quoted are to be inclusive of the State of Wyoming tax, Federal tax and LUST tax.

7.7 A detailed list indicating how the system works, including user access, operation and billing procedure, shall be submitted with your bid.

7.8 Supplier must have the capability for full time monitoring of all fuel station locations with video surveillance equipment which would allow for video review for a minimum of 75 days from the date of fueling.

8. PAYMENT

8.1 The City requires written documentation to be furnished before payment can be made.

8.2 Written dated documentation indicating the bidder's price change(s).

8.3 Invoices or cardlock computer runs detailing each purchase during the billing cycle.

8.4 A report detailing purchases by vehicle made during the billing cycle.

8.5 Invoices and billings may be submitted at the bidder's convenience, at a minimum, monthly. Payment will be made on a monthly basis only.

9. CONSIDERATION AND AWARD

9.1 Evaluation

Appropriate city staff will review and evaluate all bids.

9.2 Consideration and award shall be made on the total cost of unleaded and diesel fuel. The bidder with the lowest combined price will be awarded the contract for furnishing all fuels at a Powell, Wyoming location.

9.3 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

9.4 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

10. KEY CARD OR CREDIT CARD SYSTEM

10.1 Vendor will be able to provide a complete Key Card or Credit Card system that shall comply with all the terms and conditions previously listed in this bid package. The system shall be capable of providing the following, minimum, information on a monthly basis.

Vehicle and / or driver ID number
date/time of transaction
gallons delivered
product type
unit price
total dollar amount
(Replacement Key/Credit cards must be available in 5 business days or less)

10.2 A report detailing purchases, by vehicle and / or driver, made during the billing cycle.

CITY OF POWELL, WYOMING

Bid Sheet

We hereby submit the following bid for a card system for dispensing fuel for all City of Powell departments. **Bids will be opened on May 21, 2019 at 10:30 AM.**

Fuel Type	Rack/Terminal Price (May 9, 2019)	Per Gallon Mark-up <i>Including freight, taxes & general business expense.</i>
Unleaded Gasoline	\$ _____	\$ _____
Unleaded Gasoline Midgrade/Plus	\$ _____	\$ _____
Unleaded Gasoline Premium	\$ _____	\$ _____
No. 2 Diesel	\$ _____	\$ _____
Blended Diesel (Mixed winter blend in season)	\$ _____	\$ _____

**For bidding purposes, bidders will be required to use
May 9, 2019 rack prices.**

Company

Date

Signature

Phone number

Title

CITY OF POWELL, WYOMING

BID PROPOSAL

The undersigned Supplier proposes to furnish to the City of Powell a key card or credit card system for the purpose of purchasing unleaded gasolines and diesel fuels for its city vehicles and equipment.

Bids received after the time and date of May 21, 2019 10:30 AM, will be returned unopened.

All bids will be F. O. B. , the City of Powell, Powell, Wyoming.

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitutions. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL CONTRACT

THIS CONTRACT made and entered into this _____ day of June 2019, by and between the City of Powell, Wyoming, hereinafter called CITY and _____ of _____, Wyoming, hereinafter called SUPPLIER.

1. The SUPPLIER shall sell and deliver an undetermined amount of unleaded gasoline and diesel fuel on an as needed basis through a key card or credit card system and shall be available for use as may be required or designated by the CITY for use at any and all scheduled times and in any and all conditions. Contract to begin July 1, 2019.
2. SUPPLIER shall maintain such insurance as will protect SUPPLIER from claims under all applicable workman's compensation laws. SUPPLIER shall maintain public liability and property damage insurance as will protect SUPPLIER from any claims for injury or death of any person, or any property damage which may arise from operations under this Contract, whether such operations be by SUPPLIER or by any subcontractor, laborers, equipment operators or any one directly or indirectly employed by SUPPLIER or any subcontractor. SUPPLIER shall maintain liability and property damage insurance in an amount not less than \$100,000.00/\$300,000.00.
3. The CITY shall pay the SUPPLIER the sums of ACTUAL RACK PRICE **PLUS** _____ plus the cost of chemical plus the percentage of price differential between #1 and #2 diesel for the amount of #1 diesel being blended in, **LESS** Federal Taxes, per gallon for unleaded, unleaded plus, unleaded premium, No. 2 diesel and blended diesel, respectively, which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract, and for all loss of damage arising out of the nature of the work, the action of the elements, or from unforeseen contingencies or difficulties encountered in the prosecution of the work.
4. SUPPLIER understands and agrees and does hereby assume full responsibility for the safety of any and all equipment operators, laborers, employees and assumes full responsibility for the safety of the equipment and does assume full responsibility for any damages or injuries done by or to the equipment, equipment operators, laborers, or other employees from any source or cause. SUPPLIER agrees to indemnify and save harmless the CITY from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against CITY, by reason of any act or omission of said SUPPLIER, his agents or employees, in execution of the work or in the guarding of it.
5. SUPPLIER shall not assign any part of the performance of this Contract or of funds to be received thereunder by the SUPPLIER from CITY, and no assignment will be recognized by CITY unless such assignment has had the approval of CITY.

6. SUPPLIER shall not sublet this Contract or any part thereof without the written consent of the CITY. In the event this Contract or any portion thereof is sublet by SUPPLIER, with the written consent of the CITY, all obligations of the original SUPPLIER under this Contract shall remain in full force and effect. All subcontractors must be approved by CITY before subcontractors may supply their services.

7. The Instructions to Bidders and Bid Proposal are essential documents of this contract and are made a part hereof as if written herein.

8. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their governmental or sovereign immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law. City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state law, including Wyoming Statute 1-39-101, et seq.

9. This Contract shall inure to the benefit of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectfully.

IN WITNESS WHEREOF, the CITY and SUPPLIER have executed this Contract as of the day and year first above written.

CITY OF POWELL

ATTEST

By: _____
Mayor John F. Wetzel

City Clerk Tiffany Brando

SUPPLIER:

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing Contract was acknowledge before my by _____
for _____ this _____ day of June 2019.

WITNESS my hand and official seal

Notary Public

(SEAL)

My Commission Expires: _____

CITY OF POWELL

Bid Checklist


The following items will be required for a qualified bid on the key card or credit card system for the City of Powell vehicles and equipment. **Bid opening date of Tuesday, May 21, 2019 at 10:30 AM**, City of Powell City Hall, 270 North Clark, Powell, Wyoming.

- _____ Properly executed Bid Proposal
- _____ Properly executed Bid Sheets(s)
- _____ Properly executed Bid Checklist.

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

Thank you in advance for submitting this bid. The City of Powell appreciates the time and effort that you have devoted to this bid.



Gary Butts
Director of Public Works
City of Powell, Wyoming