

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

4/16/2013

City Council Meeting Date  
 Agenda Items Only

Dennis Pratt / Barbara Olsen  
 Submitted By

Fleet Operations  
 Division

Transportation  
 Department

Action Required:

A resolution approving a contract between City of Fayetteville and Littlefield Oil Company to provide gasoline, diesel and Bio fuel to the City per Bid #13-15 for an estimated annual amount of \$1,764,000.

\$ 1,764,000.00 Cost of this request	\$ 1,764,429.00 Category / Project Budget	Gasoline/Diesel for City vehicles Program Category / Project Name
9700.1910.5213.00 Account Number	\$ - Funds Used to Date	Material and Supplies Program / Project Category Name
Project Number	\$ 1,764,429.00 Remaining Balance	Shop Fund Fund Name

Budgeted Item

Budget Adjustment Attached

Terry J. Gulley 3-28-13  
 Department Director Date

[Signature] 4-1-13  
 City Attorney Date

Paul A. Buben 4-1-2013  
 Finance and Internal Services Director Date

[Signature] 4-1-13  
 Chief of Staff Date

[Signature] 4/1/13  
 Mayor Date

Previous Ordinance or Resolution # \_\_\_\_\_  
 Original Contract Date: \_\_\_\_\_  
 Original Contract Number: \_\_\_\_\_

Received in City Clerk's Office 29-13P12:51 RCVD  
 [Signature]

Received in Mayor's Office  
 ENTERED 4/1/13  
 [Signature]

Comments:

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## CITY COUNCIL AGENDA MEMO

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**To:** Mayor/City Council

**Thru:** Terry Gulley, Director of Transportation

**From:** Dennis Pratt, Fleet Operations Supt.

**Date:** March 28, 2013

**Subject:** Approval of Bulk Fuel contract

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**PROPOSAL:** That City Council approve the Bulk Fuel contract with Littlefield Oil Company to supply gasoline, diesel and Bio fuel per Bid #13-15.

**RECOMMENDATION:** Bid 13-15 was opened Feb 26, 2013. Littlefield Oil Company was the low bidder; a bid tab sheet is attached.

Fleet recommends that Council approve the contract between City of Fayetteville and Littlefield Oil Company to supply fuel to the City per Bid 13-15.

**BUDGET IMPACT:** Fuel has been budgeted for on both the capital and operating sides.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #13-15 AND APPROVING A CONTRACT WITH LITTLEFIELD OIL COMPANY IN AN ESTIMATED ANNUAL AMOUNT OF \$1,764,000.00 TO PROVIDE GASOLINE, DIESEL FUEL AND BIO FUEL FOR CITY VEHICLES AND EQUIPMENT

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-15 and approves a contract with Littlefield Oil Company in an estimated annual amount of \$1,764,000.00 to provide gasoline, diesel fuel and bio fuel for city vehicles and equipment.

**PASSED and APPROVED** this 16<sup>th</sup> day of April, 2013.

APPROVED:

ATTEST:

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

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

## CONTRACT

**Reference:** Bid 13-15, Bulk Fuel

**Contractor:** Littlefield Oil Company

**Term:** 1 year with 4 automatic renewal options, for a total of a 5 year contract

This contract executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Fayetteville, Arkansas, and **Littlefield Oil Company**. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Littlefield Oil Company** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per **Bid 13-15** as stated in **Littlefield Oil Company** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-15, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Littlefield Oil Company** based on their bid proposal in an amount not to exceed the mark-up prices bid in **Bid 13-15**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made in accordance with Bid 13-15.
3. The Contract documents which comprise the contract between the City of Fayetteville and **Littlefield Oil Company** consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to **Bid 13-15** with the specifications and conditions typed thereon.
  - B. **Littlefield Oil Company** 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 **Littlefield Oil Company** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Littlefield Oil Company**.
5. **Littlefield Oil Company** shall not assign its duties under the terms of this agreement.
6. **Littlefield Oil Company** 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 **Littlefield Oil Company** 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. **Littlefield Oil Company** 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, **Littlefield Oil Company** 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.

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

Bodily Injury Liability \$500,000 for each person injured.  
\$1,000,000 for each accident.

Property Damage Liability \$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Littlefield Oil Company.

- 8. Littlefield Oil Company to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or Littlefield Oil Company with 30 days written notice.
- 10. 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.
- 11. 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. However, In the event an additional soy based supplier becomes available, the City and Littlefield Oil Company shall renegotiate the mark-up price per gallon, based on what is reasonable for both parties.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

LITTLEFIELD OIL COMPANY

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]  
Signature

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

BRAD ARTERBURY, PRESIDENT  
Printed Name & Title

[Signature]  
ATTEST (Signature)

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

\_\_\_\_\_  
Company Secretary (Printed Name)

\_\_\_\_\_  
Sondra Smith, City Clerk

Business Address

3403 CAVANAUGH FORT SMITH, AR 72908  
City, State & Zip Code

Date Signed: 1/13

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



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				
<b>Schedule A (Full Tank Deliveries)</b>										
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
			<b>Total Schedule A:</b>	<b>\$ 1,663.00</b>	<b>Total Schedule A:</b>	<b>\$ 1,581.80</b>	<b>Total Schedule A:</b>	<b>\$ 1,808.10</b>	<b>Total Schedule A:</b>	<b>\$ 1,224.40</b>
<b>Schedule B (Bob - Tail Deliveries)</b>										
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)
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
			<b>Total Schedule B:</b>	<b>\$ 1,220.00</b>	<b>Total Schedule B:</b>	<b>\$ 1,100.00</b>	<b>Total Schedule B:</b>	<b>\$ 3,744.40</b>	<b>Total Schedule B:</b>	<b>\$ 2,750.00</b>
<b>Schedule C (Bob - Tail Deliveries - no 100 octane)</b>										
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)
C-1	100 Octane - Low Lead	2,500	X	NO BID		NO BID		NO BID		NO BID
			<b>Total Schedule C:</b>	<b>NO BID</b>	<b>Total Schedule C:</b>	<b>NO BID</b>	<b>Total Schedule C:</b>	<b>NO BID</b>	<b>Total Schedule C:</b>	<b>NO BID</b>
			<b>TOTAL BID AMOUNT:</b>	<b>\$ 2,883.00</b>	<b>TOTAL BID AMOUNT:</b>	<b>\$ 2,681.80</b>	<b>TOTAL BID AMOUNT:</b>	<b>\$ 5,552.50</b>	<b>TOTAL BID AMOUNT:</b>	<b>\$ 3,974.40</b>

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

CERTIFIED:

*Andrew Foren*  
 A. FOREN, PURCHASING AGENT

*Joanna M. Harris*  
 WITNESS

*2-27-13*  
 DATE



A. 14  
 Bid #13-15, Littlefield Oil Company  
 Page 7 of 24  
 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 13-15, Bulk Fuel**  
**PRE-BID MEETING: Friday, February 08, 2013 at 10:00 AM, Local Time – Room 326**  
**DEADLINE: Friday, February 22, 2013 before 2:00 PM, Local Time**  
**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**  
**PURCHASING AGENT: Andrea Foren, CPPB, CPPO, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**  
**DATE OF ISSUE AND ADVERTISEMENT: Monday, February 04, 2013**

**INVITATION TO BID**  
**Bid 13-15, 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 13-15, Bulk Fuel  
Advertisement**

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**City of Fayetteville, AR  
Invitation to Bid  
Bid 13-15, Bulk Fuel**

The City of Fayetteville is accepting sealed bids for the purchase of bulk fuel for a one year term, with an option to renew for an additional four (4) years. All bids shall be submitted to the City Administration Building, City Hall, Room 306, 113 West Mountain Street, Fayetteville, Arkansas 72701 before the deadline stated below.

All bids are due before **Friday, February 22, 2013 before 2:00 PM, local time.** All bids are due before the time stated. No late bids shall be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities.

A non-mandatory pre-bid meeting will be held on Friday, February 08, 2013 at 10:00 AM, local time in Room 326 at City Hall, 113 W. Mountain, Fayetteville, AR 72701. ***Note: All interested parties are strongly encouraged to attend.***

Bid forms can be downloaded from the City's Purchasing Web Site at [www.accessfayetteville.org](http://www.accessfayetteville.org). All questions should be directed to Andrea Foren.

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: Andrea Foren, CPPB, CPPO

479.575.8220

[aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

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

Date of advertisement: 02/04/2013

**City of Fayetteville**  
**Bid 13-15, Bulk Fuel**  
**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 must 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 Andrea Foren, 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:**

1. 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 sixty (60) 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. Contractor also has the right to cancel contract with providing a sixty (60) calendar day notice to the City.
- 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 sixty (60) 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:**

City of Fayetteville, AR  
Bid 13-15, Bulk Fuel  
Page 6 of 16

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 Andrea Foren immediately via telephone (479.575.8220) or e-mail ( [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) ). 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 Andrea

Foren, City of Fayetteville, Purchasing Agent via e-mail ([aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)) 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. ATTACHMENTS TO BID DOCUMENTS: N/A

**City of Fayetteville**  
**Bid 13-15, Bulk Fuel**  
**Detailed Specifications: Bulk Fuel**

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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, diesel, soy based bio, and aviation fuel 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.

5.4 BIO DIESEL

- a. Bio Blend can only be from a Soy base that meets ASTM D-7467
- b. The facility shall be a registered as a BQ9000 production plant
- c. No other bio-based product will be accepted
- d. Bio batch information will be presented when delivered

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 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 OPIS rack 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 must 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):**

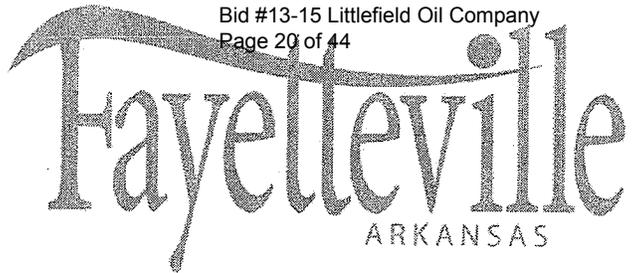
10.1 All invoices shall clearly outline the following:

- 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.

# Bid 13-15, Addendum 1



**Date:** Wednesday, February 13, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 13-15, 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. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) This addendum contains the following documents (new and revised):

a. **Revised Bid Form**

i. **Included with this Addendum is a revised bid form; this form shall be used by all bidders. Failure to use accurate bid form shall result in bid rejection.**

b. Revised Appendix A - Site Locations & Current Usage

c. Sign-in sheet from the non-mandatory pre-bid meeting held on Friday, February 08, 2013

d. Appendix B – Additional Information: Includes (1) 2007 bid tabulation and (2) sample of an invoice from the current supplier.

2.) The resulting notes, clarifications, and changes were discussed during the pre-bid meeting or other questions asked by interested parties:

a. The current supplier for bulk fuel is Littlefield Oil.

b. Current fuel pricing structure is actual rack price (paid by vendor) plus markup as bid in 2007.

i. See attached Appendix B (described above).

c. This bid is intended to be awarded by the Fayetteville City Council on March 19, 2013 or April 02, 2013. Contract shall go into effect the following Monday after the City Council has awarded the bid.

d. Hours for delivery shall be Monday – Friday from 8:00 AM – 3:00 PM.

e. References in the bid to the "OPIS price" shall be understood to be the **weekly OPIS average price** listed and described in the bid documents (reference 6.4 and 7.1).

f. 100 octane gasoline on Site 7C is intended for use in aircraft.

g. Delivered bio shall be "splash mixed" with the diesel before delivery.

- h. **REVISED PAYMENT TERMS: In order to receive the best pricing the City hereby changes payment terms for all fuel invoices to net seven (7) calendar days via ACH payment from date of accurate invoice received. The City encourages electronic invoice processing via e-mail, etc.**
- i. This bid does not include any equipment or services for oil waste disposal.
- j. The City does not have a DBE/MBE/WBE requirement for this bid; however, the City encourages DBE/MBE/WBE participation on all City contracts.
- k. Bidders have the option of bidding the following schedules or combination thereof:
- i. Schedule A, Schedule B, and Schedule C: Bidders may bid on all 3 schedules
  - ii. Schedule A and Schedule B: Bidders who bid Schedule A shall also bid on Schedule B. Bidders who bid on Schedule B shall also bid on Schedule A.
  - iii. Schedule C Only: Bidders may bid only on Schedule C
- l. Bids shall be evaluated in the following manner:
- i. Lowest bid for Schedule A and Schedule B combined. Schedule A and Schedule B shall be awarded to a single provider.
  - ii. Schedule C shall be evaluated independently.
  - iii. The City of Fayetteville reserves the right to award Schedule C as an independent contract, separate from Schedule A and Schedule B.

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM  
 Revised Bid Form

Bid 13-15, 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	20,000	X	\$0. _____	= \$
A-2	Unleaded 87 Octane Gasoline	11,000	X	\$0. _____	= \$
A-3	Soy Based Bio	3,000	X	\$0. _____	= \$
<b>*TOTAL BASE BID - Schedule A:</b> (does not include OPIS cost for fuel or wholesaler cost for bio)					\$
<p>*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index or actual cost of soy based bio. 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 price to arrive at the total price charged to the City. Item A-3 shall be added to the actual cost charged by the Soy Based Bio Wholesaler. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.</p>					

**NOTICE:  
 THIS BID FORM CONTINUES ON THE NEXT PAGE**

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM  
 Revised Bid Form (Continued)

Bid 13-15, 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	8,400	X	\$0. _____	= \$
B-2	Unleaded 87 Octane Gasoline	2,600	X	\$0. _____	= \$
<b>*TOTAL BASE BID - Schedule B:</b> (does not include base cost for fuel)					\$
*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 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.					

Bid 13-15, Bulk Fuel -- Schedule C (Bob-Tail Deliveries - 100 octane ONLY)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
C-1	100 Octane - Low Lead	2,500	X	\$0. _____	= \$
<b>*TOTAL BASE BID - Schedule C:</b> (does not include base cost for fuel)					\$
*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 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:  
 THIS BID FORM CONTINUES ON THE NEXT PAGE**

City of Fayetteville  
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM  
Revised Bid Form (Continued)

**EXECUTION OF BID -**

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item 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 must 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 and 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): \_\_\_\_\_

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

\*NAME OF FIRM: \_\_\_\_\_  
*Purchase Order/Payments shall be issued to this name*

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

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

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

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

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

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

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

Acknowledge Addendums:

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

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

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

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1 – REVISED APPENDIX A  
 Appendix A: Site Locations & Current Usage Information – REVISED

	Site	Tank Size (Gallons)	Site Description	Site Address	Tank Type	Estimated Monthly Usage	Fuel Type	Estimated delivery Method	Schedule on Bid Form
1	A	25,000 Two connected tanks	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	20,000	#2 Dyed Ultra Low Sulfur Diesel	Full Tank Load	Schedule A
2	A	Included with 1A above	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,000	Soy Based Bio	Full Tank Load	Schedule A
NOTICE	<b>NOTE FOR 1A and 1B:</b> This location has two tanks that are connected for a total of 25,000 gallon capacity. The fuel for this delivery shall arrive to the City already splash blended and mixed. Estimates are based off of 10% soy based bio for the winter months, and 20% soy based bio for summer months.								
	3	A	6,000	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,500	Unleaded 87 Octane	Full Tank Load - split full load with Site 4B
4	B	10,000	City Hall	125 N. Church St.	Under Ground	7,500	Unleaded 87 Octane	Full Tank Load - split full load with Site 4A	Schedule A
5	C	550	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
6	C	1,000	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane	Tank-Wagon	Schedule B
7	C	1,000	Airport	4500 S. School Avenue	Above Ground	2,500	100 Octane - Low Lead	Tank-Wagon	Schedule C
8	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane	Tank-Wagon	Schedule B
9	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	5,800	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
10	E	3,000	Noland WWTP	1400 N. Fox Hunter Road	Above Ground	1,500	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
11	E	1,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
12	E	2,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	500	Unleaded 87 Octane	Tank-Wagon	Schedule B
13	F	1,500	BMS Generator Tank	16464 Wyman Road	Above Ground	100	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
14	F	2,000	BMS Diesel Tank	16464 Wyman Road	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B

BID/RFP/RFQ #: Bid 13-15

Description: Bulk Fuel - Pre-Bid Meeting

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 02 1 08 1 13

Time: 10:00 am

City staff e-mail includes "@ci.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	Andrea Foren	City of Fayetteville	Purchasing Agent	479-575-8220	aforen@ci.fayetteville.ar.us
2	Dwight Mitchell	Frost Oil	Sales	479-263-0229	dwight.mitchell@frostoil.com
3	Jesse Becks	City of Fayetteville	Fleet	479-444-3492	jbecks@ci.fayetteville.ar.us
4	Dawn Haskins	City	Fleet	444-3484	
5	JIM CARROLL	LITTLEFIELD OIL	SALES	479-462-5161	jimc@LITTLEFIELDOL.com
6	Theresa Simmons	Petroleum Traders	Support (Local)	262-432-6622	theresa@petroleumtraders.com
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# Bid Tabulation from 2007

BID: 07-46  
 6/21/2007  
 2:00 PM  
 CITY OF FAYETTEVILLE



Bid 07-46, Fuel

BIDDER	Unleaded Gasoline - Regular Grade - Tanker	Unleaded Gasoline - Regular Grade - Tank Wagon	Diesel Fuel Dyed - #2 Ultra Low Sulphur - Tanker	Diesel Fuel Dyed - #2 Ultra Low Sulphur - Tank Wagon	TOTAL BID PRICE
1 Frost Oil Company	\$398,879.50	\$62,951.25	\$804,623.25	\$172,719.75	\$1,239,173.75
2 Fuels & Supplies	\$405,516.30	\$64,034.75	\$810,060.00	\$179,880.00	\$1,259,491.05
3 Littlefield Oil Company	\$397,986.15	\$59,108.75	\$603,042.00	\$167,886.00	\$1,228,022.90
4 Mid-South Sales	\$398,456.20	\$60,346.50	\$602,604.75	\$169,596.75	\$1,231,004.20
5 Petroleum Traders Corporation	\$397,964.90	No Bid	\$611,026.63	No Bid	\$1,008,991.53 (tankers only)

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

CERTIFIED: P. Vice P. VICE PURCH MGR      A. Jones WITNESS      6/26/07 DATE

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1  
 Appendix B – Additional Information (Page 2 of 3)

Copy of recent invoice (1 of 2)

Invoice

Page 1 of 1

Littlefield Oil Company, Inc.  
 PO Box 160100  
 Fort Smith, AR 72918 USA  
 479-646-0595

Account Number: 1000810  
 Invoice Number: 202941  
 Invoice Date: 01/18/13 06:35AM

Amount Due: \$17,650.05  
 Due Date: 02/02/13

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

Shipping Address:  
 Uptown  
 City of Fayetteville Uptown  
 Fayetteville, AR 72710

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: LOC Transport		Vehicle: Truck 102			
	Order Number: 202941		Purchase Order Number: 13-8			
		01 Unleaded Regular	Unleaded Regular/Gallons	6,074.0000	2.66950	\$16,159.88
					Shipping / Freight Charge:	\$105.08
					Tax:	\$1,341.74
					Total This Item:	\$17,606.70
					NET 15 Days Terms:	\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Excise Gasoline	716018462	\$0.00	Yes
Federal Environmental Fee	716018462	\$6.07	No
Federal Oil Spill Fee	716018462	\$11.54	No
Arkansas Environmental Fee	716018462	\$16.22	No
Arkansas Excise Gasoline	716018462	\$1,305.91	No

No terms discount available for this invoice.

Products Total:	\$16,159.88
Shipping / Freight Total:	\$148.43
Tax Total:	\$1,341.74
Invoice Total:	\$17,650.05
Discount Total:	\$0.00
Net Invoice Total:	\$17,650.05
Total Due:	\$17,650.05

2906

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1  
 Appendix B - Additional Information (Page 3 of 3)

Copy of recent invoice (2 of 2)

Transmontaigne Partners L.P.  
 ROGERS TERMINAL # 0012229  
 8001 W HUDSON  
 ROGERS, AR 72754  
 BILL OF LADING

Order Number: 01793430  
 Order Date: 01/13/13  
 Folio Number: 01/022  
 Input Serial Number: 5179

Invoice Number: 0132108  
 Load Start: 01/13/13 06:55  
 Load End: 01/13/13 06:45  
 Order Type: Rack  
 Loadseq Number: 02

Stockholder/Customer  
 Type: 0000001  
 TRANSMONTAIGNE PRODUCT SERVICE  
 TMS5069  
 PHILLIPS 66

Account/Consignee  
 Account #: 5506900  
 PHILLIPS 66

RECEIVED BY  
 TR62190 GENERATIONS TRANSPORT  
 SCAC #: 6EFD  
 Tractor #:  
 Trailer #:

Retail or Petroret #  
 PUB  
 Terminal EPA # 0412981872  
 Destination EPA #

County:  
 Consignee # 0046872  
 LITTLEFIELD OIL (P66-AK)

DRIVER  
 Signature:  
 A  
 0000200108 BASHETT

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:  
 BOL COMMENTS: REGUE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL  
 \*\*\*\*\* EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CEN26618 \*\*\*\*\*

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	OCT	RVP	TANK	MESSAGE NUMBER(S)
008706	87 CONV REG NL (Phillips)	8500	8604	42.6	65.7	87.00			1536, 1502, 1815, E0R000
H2O HSG: UN1203, GASOLINE, 3, PG II, 1 Cargo Tank,,		TOTAL		8500	8604				SEE TAG GUIDE 12B

HSG # MESSAGE  
 1536 CONVENTIONAL GAS MEETS RVP SPECS FOR STATE WHERE LOADED - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA, ETHERS MAY BE PRESENT.  
 1502 GASOLINE MEETS ALL APPLICABLE TIER 2 MOTOR VEHICLE EMISSION SULFUR STANDARDS REGULATED UNDER 40 CFR PARTS 89, 85, AND 84  
 1815 NATIONAL DETERGENT ADDITIZED GASOLINE  
 E0R000 ED: CONTAINS NO ETHANOL. THE RVP DOES NOT EXCEED XX.7 PSI.

LOT	COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	22	008706	87 CONV REG NL (Phillips)	2500	2529	43.4	65.5	
			87 CONV REG NL (BASE)	2500	2527	43.4	65.5	
			HiTec 6676C	0.6260	0.6260	43.4	65.0	
02	22	008706	87 CONV REG NL (Phillips)	1500	1517	43.7	65.5	
			87 CONV REG NL (BASE)	1500	1517	43.7	65.5	
			HiTec 6676C	0.3760	0.3760	43.7	65.0	
03	21	008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0	
			87 CONV REG NL (BASE)	1000	1013	42.0	66.0	
			HiTec 6676C	0.2510	0.2510	42.0	66.0	
04	21	008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0	
			87 CONV REG NL (BASE)	1000	1013	42.0	66.0	
			HiTec 6676C	0.2510	0.2510	42.0	66.0	
05	21	008706	87 CONV REG NL (Phillips)	2500	2532	41.9	66.0	
			87 CONV REG NL (BASE)	2500	2532	41.9	66.0	
			HiTec 6676C	0.6260	0.6260	41.9	66.0	

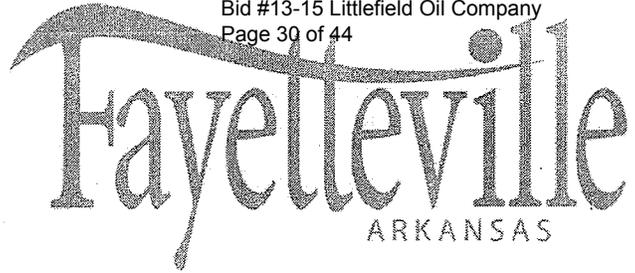
SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE X \_\_\_\_\_

CUSTOMER TANKS  
 NO CUSTOMER TANKS ON FILE

*FAY FLEET SUPPLY*  
*FAY FLEET SUPPLY*  
*FAYETTEVILLE, AR*

# Bid 13-15, Addendum 2



**Date:** Tuesday, February 19, 2013

**To:** All Prospective Vendors

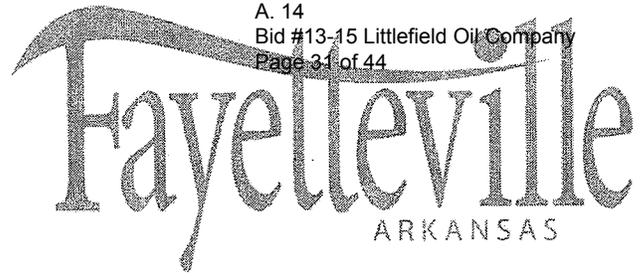
**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 13-15, 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. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**
  - 1.) All references in bid documents to the "OPIS price" are hereby modified to the **WEEKLY OPIS price from the terminal located in Rogers, Arkansas.**
  - 2.) Mark up for pricing on Soy Based Bio (Line item A-3) shall be based off the location of the current soy based bio supplier in Missouri. The City reserves the right to renegotiate mark up charged to the City on soy based bio in the event additional acceptable suppliers become available.

# Bid 13-15, Addendum 3



**Date:** Wednesday, February 20, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 13-15, 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. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

- 1.) Due to the possibility of inclement weather in the area, the deadline for this bid has been extended until **Tuesday, February 26, 2013 before 2:00:00 PM, local time.** All bids shall be received before this deadline at the City Administration Building (City Hall), 113 W. Mountain, Fayetteville, AR 72701. Acknowledgement of this Addendum can be faxed to 479.575.8257 with the company name written accompanied with an authorized signature.
- 2.) The approved Soy Based Bio supplier for the City of Fayetteville is Archer Daniels Midland, Company, [www.adm.com](http://www.adm.com). No other soy based bio suppliers have been approved by the City at this time. Please note, the soy based bio shall be picked up after the fuel so it can be properly splash mixed when it arrives at the City's delivery location.
  - a. **Archer Daniels Midland Company** (Missouri Office, currently location supplying the City of Fayetteville through the current fuel contractor).  
**Location: Deerfield, Missouri**  
**Phone: 1-217-451-6678**  
**Contact: Dwain**

City of Fayetteville  
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM  
Revised Bid Form (Continued)

**EXECUTION OF BID -**

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item 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 must 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 and 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): \_\_\_\_\_

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

\*NAME OF FIRM: Littlefield Oil Company  
*Purchase Order/Payments shall be issued to this name*

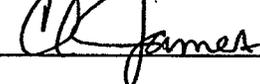
\*BUSINESS ADDRESS: 3403 CAVANAUGH

\*CITY: FORT SMITH \*STATE: AR \*ZIP: 72908

\*PHONE: 479-646-0595 FAX: 479-646-9776

\*E-MAIL: cjames@littlefieldoil.com

\*BY: (PRINTED NAME) Clifton James

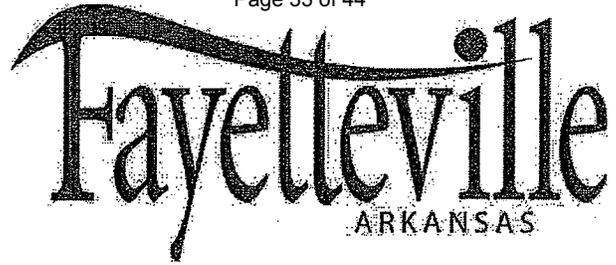
\*AUTHORIZED SIGNATURE: 

\*TITLE: Vice President

**Acknowledge Addendums:**

Addendum No. 1 Dated: 2/13/13 Acknowledged by:   
Addendum No. 2 Dated: 2/19/13 Acknowledged by:   
Addendum No. 3 Dated: 2/20/13 Acknowledged by: 

# Bid 13-15, Addendum 1



**Date:** Wednesday, February 13, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 13-15, 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. Failure to do so may subject bidder to disqualification.

• **Bid 13-15 has the following modifications and clarifications listed below:**

1.) This addendum contains the following documents (new and revised):

a. **Revised Bid Form**

i. **Included with this Addendum is a revised bid form; this form shall be used by all bidders. Failure to use accurate bid form shall result in bid rejection.**

b. Revised Appendix A - Site Locations & Current Usage

c. Sign-in sheet from the non-mandatory pre-bid meeting held on Friday, February 08, 2013

d. Appendix B – Additional Information: Includes (1) 2007 bid tabulation and (2) sample of an invoice from the current supplier.

2.) The resulting notes, clarifications, and changes were discussed during the pre-bid meeting or other questions asked by interested parties:

a. The current supplier for bulk fuel is Littlefield Oil.

b. Current fuel pricing structure is actual rack price (paid by vendor) plus markup as bid in 2007.

i. See attached Appendix B (described above).

c. This bid is intended to be awarded by the Fayetteville City Council on March 19, 2013 or April 02, 2013. Contract shall go into effect the following Monday after the City Council has awarded the bid.

d. Hours for delivery shall be Monday – Friday from 8:00 AM – 3:00 PM.

e. References in the bid to the "OPIS price" shall be understood to be the **weekly OPIS average price** listed and described in the bid documents (reference 6.4 and 7.1).

f. 100 octane gasoline on Site 7C is intended for use in aircraft.

g. Delivered bio shall be "splash mixed" with the diesel before delivery.

- h. **REVISED PAYMENT TERMS: In order to receive the best pricing the City hereby changes payment terms for all fuel invoices to net seven (7) calendar days via ACH payment from date of accurate invoice received. The City encourages electronic invoice processing via e-mail, etc.**
- i. This bid does not include any equipment or services for oil waste disposal.
- j. The City does not have a DBE/MBE/WBE requirement for this bid; however, the City encourages DBE/MBE/WBE participation on all City contracts.
- k. Bidders have the option of bidding the following schedules or combination thereof:
  - i. Schedule A, Schedule B, and Schedule C: Bidders may bid on all 3 schedules
  - ii. Schedule A and Schedule B: Bidders who bid Schedule A shall also bid on Schedule B. Bidders who bid on Schedule B shall also bid on Schedule A.
  - iii. Schedule C Only: Bidders may bid only on Schedule C
- l. Bids shall be evaluated in the following manner:
  - i. Lowest bid for Schedule A and Schedule B combined. Schedule A and Schedule B shall be awarded to a single provider.
  - ii. Schedule C shall be evaluated independently.
  - iii. The City of Fayetteville reserves the right to award Schedule C as an independent contract, separate from Schedule A and Schedule B.

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM  
 Revised Bid Form

Bid 13-15, 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	20,000	X	\$0.0390	= \$ 760 <sup>00</sup>
A-2	Unleaded 87 Octane Gasoline	11,000	X	\$0.0338	= \$ 371 <sup>80</sup>
A-3	Soy Based Bio	3,000	X	\$0.1500	= \$ 450 <sup>00</sup>
<b>*TOTAL BASE BID - Schedule A:</b> (does not include OPIS cost for fuel or wholesaler cost for bio)					\$ 1581 <sup>00</sup>
<p>*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index or actual cost of soy based bio. 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 price to arrive at the total price charged to the City. Item A-3 shall be added to the actual cost charged by the Soy Based Bio Wholesaler. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.</p>					

**NOTICE:**  
**THIS BID FORM CONTINUES ON THE NEXT PAGE**

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM  
 Revised Bid Form (Continued)

Bid 13-15, 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	8,400	X \$0. 1 0 0 0	= \$ 840 <sup>00</sup>
B-2	Unleaded 87 Octane Gasoline	2,600	X \$0. 1 0 0 0	= \$ 260 <sup>00</sup>
<b>*TOTAL BASE BID - Schedule B:</b> (does not include base cost for fuel)				\$ 1100 <sup>00</sup>
*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 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.				

Bid 13-15, Bulk Fuel - Schedule C (Bob-Tail Deliveries - 100 octane ONLY)				
Line Item	Description	Estimated Monthly Usage (Gallons)	Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
C-1	100 Octane - Low Lead	2,500	X \$0. _____	= \$ _____
<b>*TOTAL BASE BID - Schedule C:</b> (does not include base cost for fuel)				\$ _____
*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 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:**  
**THIS BID FORM CONTINUES ON THE NEXT PAGE**

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1 – REVISED APPENDIX A  
 Appendix A: Site Locations & Current Usage Information – REVISED

	Site	Tank Size (Gallons)	Site Description	Site Address	Tank Type	Estimated Monthly Usage	Fuel Type	Estimated delivery Method	Schedule on Bid Form
1	A	25,000 Two connected tanks	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	20,000	#2 Dyed Ultra Low Sulfur Diesel	Full Tank Load	Schedule A
2	A	Included with 1A above.	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,000	Soy Based Bio.	Full Tank Load	Schedule A
NOTE	<p><b>NOTE FOR 1A and 1B:</b> This location has two tanks that are connected for a total of 25,000 gallon capacity. The fuel for this delivery shall arrive to the City already splash blended and mixed. Estimates are based off of 10% soy based bio for the winter months, and 20% soy based bio for summer months.</p>								
3	A	6,000	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,500	Unleaded 87 Octane	Full Tank Load – split full load with Site 4B	Schedule A
4	B	10,000	City Hall	125 N. Church St.	Under Ground	7,500	Unleaded 87 Octane	Full Tank Load – split full load with Site 4A	Schedule A
5	C	550	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
6	C	1,000	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane	Tank Wagon	Schedule B
7	C	1,000	Airport	4500 S. School Avenue	Above Ground	2,500	100 Octane – Low Lead	Tank Wagon	Schedule B
8	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane	Tank Wagon	Schedule B
9	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	5,800	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
10	E	3,000	Noland WWTP	1400 N. Fox Hunter Road	Above Ground	1,500	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
11	E	1,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
12	E	2,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	500	Unleaded 87 Octane	Tank Wagon	Schedule B
13	F	1,500	BMS Generator Tank	16464 Wyman Road	Above Ground	100	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
14	F	2,000	BMS Diesel Tank	16464 Wyman Road	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B



City of Fayetteville  
Attendance Sheet

BID/RFP/RFQ #: Bid 13-15

Description: Bulk Fuel - Pre-Bid Meeting

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 02 / 08 / 13

Time: 10:00 am

City staff e-mail includes "@cl.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	Andrea Foren	City of Fayetteville	Purchasing Agent	479-575-8220	aforen@
2	Dwight Mitchell	Frost Oil	Sales	479-263-0229	dwight.mitchell@
3	Jesse Beeks	City of Fayetteville	Fleet	479-444-3492	jbeeks@cl.fayetteville.ar.us
4	Dawn Haskins	City	Fleet	444-3484	
5	JIM CARROLL	LITTLEFIELD OIL	SALES	479-462-5161	jimc@LITTLEFIELD.OIL.COM
6	Theresa Simmons	Petroleum Traders	Support (Local)	260-432-6622	thera diff.
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City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1  
 Appendix B – Additional Information (Page 1 of 3)

**Bid Tabulation from 2007**

BID: 07-46  
 6/21/2007  
 2:00 PM  
 CITY OF FAYETTEVILLE



**Bid 07-46, Fuel**

BIDDER	Unleaded Gasoline Regular Grade Tanker	Unleaded Gasoline Regular Grade Tank Wagon	Biodiesel Fuel (B7) Ultra Low Sulfur Tanker	Biodiesel Fuel (B7) Ultra Low Sulfur Tank Wagon	TOTAL BID PRICE
1 Frost Oil Company	\$398,879.50	\$82,951.25	\$804,623.25	\$172,719.75	\$1,239,173.75
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\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: *P. Vico*  
 P. VICE PURCH MGR

*A. Four*  
 WITNESS

*6/26/07*  
 DATE

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1  
 Appendix B – Additional Information (Page 2 of 3)

# Copy of recent invoice (1 of 2)

## Invoice

Page 1 of 1

Littlefield Oil Company, Inc.  
 PO Box 180100  
 Fort Smith, AR 72918 USA  
 479-648-0595

Account Number: 1000810  
 Invoice Number: 202941  
 Invoice Date: 01/18/13 06:35AM

Amount Due: \$17,650.05  
 Due Date: 02/02/13

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

Shipping Address:  
 Uptown  
 City of Fayetteville Uptown  
 Fayetteville, AR 72710

HM	DOT-Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: LOC Transport		Vehicle: Truck 102		Salesperson: none	
	Order Number: 202941		Purchase Order Number: 13-8		BOL Number: 162105	
	01 Unleaded Regular	Unleaded Regular/Gallons		6,074.0000	2.66050	\$16,159.88
					Shipping / Freight Charge:	\$105.08
					Tax:	\$1,341.74
					Total This Item:	\$17,606.70
					NET 15 Days Terms:	\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Excise Gasoline	716018462	\$0.00	Yes
Federal Environmental Fee	716018462	\$8.07	No
Federal Oil Spill Fee	716018462	\$11.64	No
Arkansas Environmental Fee	716018462	\$18.22	No
Arkansas Excise Gasoline	716018462	\$1,305.91	No

No terms discount available for this invoice.

Products Total: \$16,159.88  
 Shipping / Freight Total: \$148.43  
 Tax Total: \$1,341.74  
 Invoice Total: \$17,650.05  
 Discount Total: \$0.00  
 Net Invoice Total: \$17,650.05  
 Total Due: \$17,650.05

2.906

City of Fayetteville  
 Bid 13-15, Bulk Fuel, Addendum 1  
 Appendix B - Additional Information (Page 3 of 3)

Copy of recent invoice (2 of 2)

TransMontaigne Partners L.P.  
 ROGERS TERMINAL #: 0912227  
 2801 W HUDSON  
 ROGERS, AR 72756  
 BILL OF LADING

Order Number: 0152105  
 Order Date: 01/18/13  
 Folio Number: 01/012  
 Input Serial Number: 5173

Bill Number: 0152105  
 Load Start: 01/18/13 06:35  
 Load End: 01/18/13 06:46  
 Order Type: Rack  
 Loadspt Number: 02

Stockholder/Customer  
 Type:  
 000001  
 TRANSMONTAIGNE PRODUCT SERVICE  
 TR55089  
 PHILLIPS 66

Account/Consignee  
 Account #: 5506900  
 PHILLIPS 66

RECEIVED BY  
 TM66190 GENERATIONS TRANSPORT  
 SEAC #: GETD  
 Tractor #:  
 Trailer #: 49

Retail or Petrox #  
 P06  
 Terminal EPA # 0412981872  
 Destination EPA #

County:  
 Consignee # 0045272  
 LITTLEFIELD OIL (P66-AR)  
 VARIOUS, AR

DRIVER  
 Signature:  
 00002200 JOE CASRETT

This is to certify that the herein assed materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:

BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL  
 \*\*\*\*\* EMERGENCY CONTACT: CHEMREC (800) 424-9300 CCH2B618 \*\*\*\*\*

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	OCT	RVP	TANK	MESSAGE NUMBER(S)
008706	87 CONV REG NL (Phillips)	8500	8604	42.6	65.7	87.00			1536, 1502, 1815, E0R000
H2D MSG: UN1203, GASOLINE, 3, PG 11, 1 Cargo Tank,, TOTAL		8500	8604						SEE ERG GUIDE 12B

MSG # MESSAGE  
 1536 CONVENTIONAL GAS MEETS RVP SPECS FOR STATE WHERE LOADED - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA, ETHERS MAY BE PRESENT.  
 1502 GASOLINE MEETS ALL APPLICABLE TIER 2 MOTOR VEHICLE EMISSION SULFUR STANDARDS REGULATED UNDER 40-CFR PARTS 80, 85, AND 86  
 1815 NATIONAL DETERGENT ADDITIZED GASOLINE  
 E0R000 ED: CONTAINS NO ETHANOL. THE RVP DOES NOT EXCEED XX.X PSI.

LOT	COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	22		008706	87 CONV REG NL (Phillips)	2500	2529	43.4	65.5
			008700	87 CONV REG NL (BASE)	2500	2529	43.4	65.5
			000006	HiTec 6676C	0.6260	0.6260	43.4	60.0
02	22		008706	87 CONV REG NL (Phillips)	1500	1517	43.7	65.5
			008700	87 CONV REG NL (BASE)	1500	1517	43.7	65.5
			000006	HiTec 6676C	0.3760	0.3760	43.7	60.0
03	21		008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0
			008700	87 CONV REG NL (BASE)	1000	1013	42.0	66.0
			000006	HiTec 6676C	0.2510	0.2510	42.0	60.0
04	21		008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0
			008700	87 CONV REG NL (BASE)	1000	1013	42.0	66.0
			000006	HiTec 6676C	0.2510	0.2510	42.0	60.0
05	21		008706	87 CONV REG NL (Phillips)	2500	2532	41.9	66.0
			008700	87 CONV REG NL (BASE)	2500	2532	41.9	66.0
			000006	HiTec 6676C	0.6260	0.6260	41.9	60.0

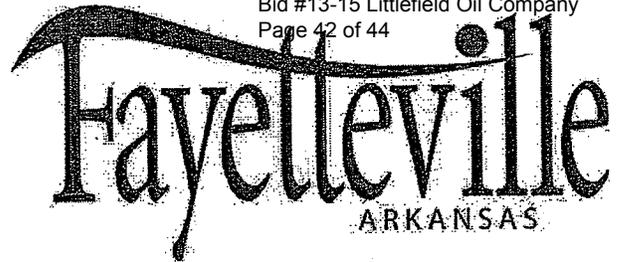
SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE X \_\_\_\_\_

CUSTOMER TANKS  
 NO CUSTOMER TANKS ON FILE

*FAY FLEET SHOP*  
*FAY FLEET UPTOWN*  
*FAYETTEVILLE*

# Bid 13-15, Addendum 2



**Date:** Tuesday, February 19, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

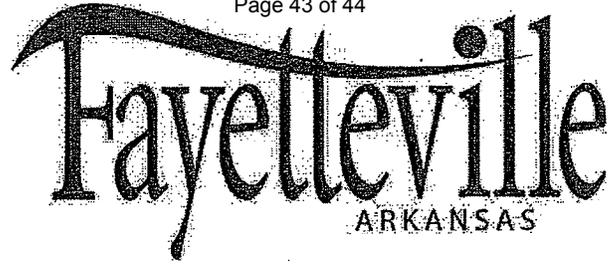
**RE:** Bid 13-15, Bulk Fuel

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. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

- 1.) All references in bid documents to the "OPIS price" are hereby modified to the **WEEKLY OPIS price from the terminal located in Rogers, Arkansas.**
- 2.) Mark up for pricing on Soy Based Bio (Line item A-3) shall be based off the location of the current soy based bio supplier in Missouri. The City reserves the right to renegotiate mark up charged to the City on soy based bio in the event additional acceptable suppliers become available.

# Bid 13-15, Addendum 3



**Date:** Wednesday, February 20, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 13-15, 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. Failure to do so may subject bidder to disqualification.

• **Bid 13-15 has the following modifications and clarifications listed below:**

- 1.) Due to the possibility of inclement weather in the area, the deadline for this bid has been extended until **Tuesday, February 26, 2013 before 2:00:00 PM, local time.** All bids shall be received before this deadline at the City Administration Building (City Hall), 113 W. Mountain, Fayetteville, AR 72701. Acknowledgement of this Addendum can be faxed to 479.575.8257 with the company name written accompanied with an authorized signature.
- 2.) The approved Soy Based Bio supplier for the City of Fayetteville is Archer Daniels Midland, Company, [www.adm.com](http://www.adm.com). No other soy based bio suppliers have been approved by the City at this time. Please note, the soy based bio shall be picked up after the fuel so it can be properly splash mixed when it arrives at the City's delivery location.
  - a. **Archer Daniels Midland Company** (Missouri Office, currently location supplying the City of Fayetteville through the current fuel contractor).  
**Location: Deerfield, Missouri**  
**Phone: 1-217-451-6678**  
**Contact: Dwain**

