

# **CITY OF FORT DODGE**

# BIDDERS LIST COMMERCIAL FUEL BIDS 2023

Ampride All Round Truck Stop (W & H Coop)
3243 5<sup>th</sup> Avenue South
PO Box 597
Fort Dodge, IA 50501
Jim Pauk, General Manager
jpauk@whcoop.com

Star Energy
PO Box 790
1006 1st Avenue
Manson, IA 50563
Jason Stauffer
JStauffer@StarEnergyFS.com

Star Convenience 1601 5<sup>th</sup> Ave South Fort Dodge, IA 50501 amritaust1@gmail.com

Kwik Star Gregg Fink Commercial Sales gfink@kwiktrip.com



#### NOTICE TO BIDDERS

#### **COMMERCIAL FUEL CONTRACT**

#### CITY OF FORT DODGE

#### **ELIGIBLE FOR GOVERNMENTAL AGENCY PRICING**

Time and Place for Filing Sealed Proposals. Sealed bids for the commercial fuel contract must be filed in the office of the <u>City Clerk of the City of Fort Dodge</u>, 819 1st Ave. South, Fort Dodge, IA 50501 on or before <u>3:00 p.m. (local time) January 13, 2023</u>. Bids shall be submitted on forms furnished by the City, and must be enclosed in a sealed envelope and plainly identified as "Commercial Fuel Bid Response". If you are hand delivering your bid, you must call 515-576-4551, ext. 1212 when you arrive. City Staff will meet you at the front door (north door) to receive and time-stamp your bid package. In addition, per the order of the Governor, emailed bids (preferred) are allowed at this time. If you wish to use this option, bids may be emailed to: <u>dsiebken@fortdodgeiowa.org</u>. Emailed bids must be identified with "Commercial Fuel Bid Response" in the subject line. Emailed bids will not be opened until the scheduled time. No proposal will be considered if not received by the deadline set forth. The City is not responsible for delays occasioned by the United States Postal Service, the internal mail delivery of the City, or any other means of delivery employed by the bidder.

Time and Place Sealed Proposals Will Be Opened and Considered. Because of the restrictions in place due to COVID-19, sealed proposals will be opened at <u>3:00 p.m. on January 13, 2023</u> by at least two city staff. The bids will be tabulated and shared with the bidders via email the following week. The selected bid will be submitted to the <u>Fort Dodge City Council</u> for consideration at its meeting on <u>January 23, 2023</u> <u>at 6:00 p.m.</u> The <u>City of Fort Dodge</u> reserves the right to reject any and all bids, re-advertise for new bids, and to waive informalities that may be in the best interest of the City.

Copies of bid packet have been made a part of this Notice. A copy may be obtained from the office of the City Clerk at no cost. Contact Dawn Siebken at 515.576.4551 ext. 1212 or via email at <a href="mailto:dsiebken@fortdodgeiowa.org">dsiebken@fortdodgeiowa.org</a>. Bidders shall bid on all items and sections as set out in the Price Sheet.

If there are questions concerning the Notice or the Proposal, please contact Brett Daniel at 515.574.4300 or via email at <a href="mailto:bdaniel@fortdodgeiowa.org">bdaniel@fortdodgeiowa.org</a> between the hours of 7:00 AM – 3:00 PM, Monday through Friday.

Jeff Nemmers, City Clerk



# **REQUEST FOR BID - COMMERCIAL FUEL ACCOUNT**

## CITY OF FORT DODGE, IOWA

## **Scope of Services for Commercial Fuel Account**

- The estimated monthly fuel usage for all departments is 5,500 gallons of diesel fuel and 4,500 gallons of unleaded fuel.
- Individual cards will be required for each vehicle. Estimated number of cards is listed on the Department List.
- A monthly statement (invoice) will need to be prepared for each department by account number, and shall show purchase date and that days advertised pump price.
- Each monthly statement (invoice) shall list the total sales by card number.
- Each monthly statement (invoice) shall list total gallons for each type of fuel purchased.
- Federal Fuel Gas Credit preferred that vendor credit back to City of Fort Dodge on each monthly statement (invoice).
- When reviewing proposals received, the city will consider the low bid discount price, location of fuel facility(s), access for large equipment (front end loaders, garbage trucks, fire trucks, etc.), 24 hour service, fuel monitoring and reporting capabilities, and card control systems. The bid shall be based on self-service unleaded and alcohol blend unleaded gasoline, blended diesel fuel in the winter months, and #2 diesel fuel.
- The City has some vehicles (5-10) that travel out of town for patient transfers, seminars, training, etc. What is your solution for a fuel card that could be used in Des Moines, lowa City, out of state, etc., and would provide the same discounts as buying in Fort Dodge? It would need to be specific to each vehicle.
- The City requires the selected Provider to treat us as a priority customer in times of fuel shortages or emergencies, and to provide us with a truck(s) to fuel our vehicles should something happen to their fueling stations
- Prospective bidders will complete the Fuel Bid Proposal Form. The price bid shall show
  the discount per gallon below the advertised pump price. The City of Fort Dodge is "tax
  exempt". Bidders must include a sample of a detailed statement with their Bid,
  explaining how state and federal taxes will be subtracted from the purchase price.
- A draft of the proposed contract is attached.
- Invoices for fuel purchased will be processed by the Department Head and submitted for approval of payment by the City's Council at the regularly scheduled Council Meetings. Meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of every month. Checks for the fuel purchased will be issued the following Friday.



• The City reserves the right to reject any or all bids, to waive informalities, and enter into a non-exclusive two year contract or contracts, as it shall deem to be in the best interest of the City. This will be a two (2) year contract effective the date of contract signing and ending December 31, 2024.

# **City of Fort Dodge**

# **Department List**

DEPARTMENT	ESTIMATED NO. OF ACCOUNTS	ESTIMATED NO. OF CARDS
Engineering	1	5
Nuisance/Rental	1	4
Water Utility & Meters	1	4
Warehouse	1	18
Street	1	34
Sanitation	1	10
Electrical	1	1
Traffic Safety	1	1
Parks & Recreation	8	20
Police Dept.	1	39
Fire Dept.	2	14
Administration (BACG)	1	1
Broadband	1	3
Estimated Total	21	154



# **FUEL BID PRICE SHEET**

Regular Unleaded	\$ Discount/gal below advertised pump price
E10, unleaded fuel	\$ Discount/gal below advertised pump price
#2 Diesel Fuel	\$ Discount/gal below advertised pump price
Blended Diesel Winter	\$ Discount/gal below advertised pump price
BioDiesel	\$ Discount/gal below advertised pump price
Premium Diesel	\$ Discount/gal below advertised pump price
E85 (If available)	\$ Discount/gal below advertised pump price
Hours of Operation  Location of Facility(s)	
On page 2 of the Fuel Bid P outside of Fort Dodge, with BIDDER:	lease list your solution for a fuel card that can be used surrounding states.
By	 
Signed	Printed
Title	 _

Return this page to City of Fort Dodge per Notice to Bidders



# **FUEL BID PRICE SHEET (pg. 2)**

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#### CITY OF FORT DODGE

#### AGREEMENT TO SUPPLY COMMERCIAL FUEL TO CITY OF FORT DODGE

#### **VEHICLES AND EQUIPMENT**

THIS AGREEMENT (the "Agreement") is made and entered into effective as of January 24,	2023
by and between the City of Fort Dodge (hereafter "City"), and	
(hereafter "Contractor").	

#### Services

Contractor shall provide diesel fuel as a discounted price of  $\frac{50}{0}$  /gallon, and unleaded and alcohol blend fuels at a discounted price of  $\frac{50}{0}$  /gallon. Contractor shall provide any and all required labor, materials, equipment, insurance, supervision, etc. necessary to supply on a 24 hour basis, commercial fuel to all City owned vehicles and equipment. A list of city departments is attached for reference.

## Compensation

Invoices are approved during City Council meetings, which take place on the 2<sup>nd</sup> and 4<sup>th</sup> Monday's of every month. Payment in the form of a check will be issued the following Friday.

## <u>Term</u>

The Term of this Agreement shall commence on the date first written above and shall be in effect for a 2 year period.

#### Indemnity

Contractor agrees to indemnify, defend and hold harmless City, its officers, employees, agents, from and against any and all claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever by third parties, arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible.

# **Termination**

If Contractor fails to perform its duties and discharged its obligations in accordance with the terms, provisions and conditions of the Agreement, the City shall be entitled to declare the Contractor in default of this Agreement. In the event that the City declares Contractor to be in

default of the Agreement, the City shall notify the Contractor in writing of the precise nature of the default.

Thereafter, Contractor shall have ten (10) calendar days from receipt of said notice to cure any default, failing in which the City will be entitled to terminate this Agreement.

## **Assignment, Successors and Assigns**

Contractor shall not subcontract or assign this Agreement or its rights under it without City's prior written consent. The City Manager may consent to an assignment without action by City Council. Unless the City otherwise agrees in writing, the Contractors and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of the Agreement and all of the City's claims that arise out of this Agreement.

Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

CITY OF FORT DODGE	CONTRACTOR		
Matt Bemrich		_	
Mayor			
Title	Title	_	

# City of Fort Dodge

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