CITY OF RIVERSIDE

FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR BIDS

BID NO. 7487
DUE: Before 2:00 P.M. on
DATE: May 2, 2017

FUEL FOR CITY VEHICLES

BID BOND OR CASHIERS CHECK IS NOT REQUIRED WITH THIS BID

IN ORDER FOR BID PROPOSALS TO BE CONSIDERED FOR AWARD, THE BIDDER’S NAME MUST APPEAR IN THE “PROSPECTIVE BIDDERS’ LIST” ON LINE. (See the City of Riverside Website www.riversideca.gov/bids for on-line bidder’s list.)

All Prospective Vendors submitting a bid must be subscribed to this bid on the City’s bidding website prior to the bid opening. If the Vendor is not listed on the Current Planholders List for this bid, the bid package shall not be considered or accepted. Only bids submitted via the City’s bidding website shall be accepted. NO HARD COPIES OR EMAILED BIDS WILL BE ACCEPTED.

Reminder: Upon submitting a bid, an automatic notification will be sent to the current email address saved to that account on the bidding website and the Submittal Status will change to “Submitted”.
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BID NO. 7487
CITY OF RIVERSIDE
NOTICE INVITING BIDS

FUEL FOR CITY VEHICLES

Bid Due: May 2, 2017 - Before 2:00 pm

Bidding: Only bids submitted via the City’s bidding website shall be accepted. Bid results can be viewed on-line immediately after bid closes.

NOTE: If not already registered, vendors must register at the following website in order to download plans, specifications, and prospective bidders’ list and to receive addendums and notifications when issued. In order for bid proposals to be considered for award, bidder’s name must appear in the on-line “Prospective Bidders’ List. www.riversideca.gov/bids

Successful bidder will obtain City of Riverside Business Tax Certificate, if they do not already hold one.

Bid prices will be firm for 120 days from date of proposal opening to permit staff evaluation and Council award. Upon award, prices quoted will be in effect for the term of the contract.

The City requires vendors who work on City property to be covered by general liability, business automotive, pollution, and worker’s compensation insurance. Please refer to the insurance instructions contained in this bid.

The City Council reserves the right to waive any irregularities or informalities and further reserves the right to reject any or all bids.

Purchasing Services Manager
INSTRUCTIONS AND CONDITIONS

Important
In order for bid proposals to be considered for award, bidder’s name must appear in the “Prospective Bidders’ List” on line.

Bids not received by the hour indicated will be rejected.

1. Bids may be rejected unless they are submitted in a sealed envelope.
2. The City of Riverside, Purchasing Division, will not honor any explanation or change in the bid unless an official addendum has been issued.
3. Prices must be clearly printed. Corrections may be made, and must be initialed by the person submitting the bid. Bids must clearly identify the Vendor name and responsible employee.
4. Submission of a bid will be evidence that the Vendor is ready to perform the requirements in the bid, without any credit or account application for the City. The City’s payment terms are NET/30 days, and payments are made by Electronic Funds Transfer (EFT).
5. If for any reason you do not wish to bid on these specifications, you may mark the page as “No-Bid” and state your reason for not bidding at this time.
6. The City Council of The City of Riverside reserves the right to reject any and all proposals and to waive any informality, and may reject the bid of a bidder who was recently cancelled from, or failed to perform, agreements of a similar nature.
7. It is the intention of the City to evaluate and make recommendation for award; however, the City reserves the right to increase or decrease quantities before award to remain within the limitations of approved funds. The apparent low Bidder will be notified if such adjustments are deemed necessary.
8. You may call us at (951) 826-5561 for bid results, or you can access our Web Site at www.riversideca.gov/bids to view the bid results.
9. Any technical questions pertaining to the items, specification and/or scope of this bid should be directed to Jairo “JC” Cortez in the Purchasing Division of the Finance Department in writing at jcortez@riversideca.gov
   a. Questions due in writing by: 04/25/17 before 1:00 pm.
10. Prices quoted by the Bidder will be exclusive of Federal Excise taxes pursuant to exemption of political subdivisions of a State by Federal Law.
11. Prices quoted by the Bidder will remain firm during the period of evaluation by the City.
12. The City Council has adopted a local 5% bid preference which may be granted to businesses who are located within the City limits. The preference may be applied during the evaluation of the bids.

Purchasing Services Manager
NOTE TO CITY COUNCIL

Honorable Mayor and City Council
City Hall
Riverside, California

In accordance with your notice Inviting Sealed Bids, and in compliance with the Specifications and Special Instructions to Bidders, we are pleased to offer the City of Riverside the requirements and prices set forth below. We understand that the City Council reserves the right to reject any or all bids, and to waive any informality or irregularity that might prove to be in the best interest of the City, and to revise or reduce quantities as needed, to stay within the availability of funds.

FUEL FOR CITY VEHICLES

After award by the City Council and after receipt of the Purchase Order from the Purchasing division, furnish and deliver to the Fleet Maintenance division their requirements for unleaded gasoline and clear ultra-low sulfur diesel fuel, as per these bid specifications, for the period of July, 2017 through June 30, 2018. The resulting agreement may be extended for up to four (4) additional years, by mutual agreement of the parties. The quantities contained in the bid are estimates only, based on previous year’s usage. The Fleet division will only buy the quantities needed. Vendors must have the capability of delivering the petroleum fuels in accordance with the specifications. The City reserves the right to evaluate the vendors, including their fleet size and references from other public agencies, to determine whether the vendor has the capability to meet the requirements of the City Fleet. The City’s evaluation of the bidders will be final, and the bidders acknowledge this with the submission of their bid.

AWARD OF BID

The bid may be awarded for separate fuels or together, whichever is in the best interest of the City, to the vendor(s) whose bids meet the specifications, delivery, meets the City’s requirements, has the lowest bid prices, and who is approved by the Fleet Maintenance division.

EMERGENCIES

The contract to supply the Fleet Maintenance division is also a commitment to support the City in the event of a local or regional emergency. Vendors understand this commitment and agree to maintain at least one fuel truck in constant readiness and availability for delivering fuel to the City. Further, in case of earthquake, flood, wildland fires, or other calamity, Vendor will assign that truck to service of the City’s tanks at the City Yard, give the City delivery priority ahead of other customers, and continue to make deliveries during the episode. Vendor will also coordinate with the Fleet Maintenance division at (951) 351-6137.
**PRICE MARGIN**

Because the price of fuel varies every day, this Bid requires a fixed Price Margin as a differential from prices in the OPIS daily average, published for the fuel terminal located at Colton, Ca. The indexes used will be the “Unbranded Rack Average” for unleaded gasoline and clear ultra-low sulfur diesel fuel. The Price Margin will be a fixed cost above the OPIS index price. The Price Margin will be fixed for the contract period. The Price Margin will include the cost for freight so the freight cost will not be listed as a separate item on the invoices. The Price Margin will also include the vendor’s costs for fuel, labor, insurance, profit, and any other cost incurred in providing and delivering fuel. The Price Margin will not include any taxes. State taxes and other mandatory fees will be listed on the invoice separate from, and after, the fuel charges.

**QUANTITIES**

The City Fleet’s estimated annual usage is approximately 500,000 gallons of gasoline and 80,000 gallons of diesel fuel. The typical weekly total for gasoline is approximately 10,000 gallons, and approximately 7,000 gallons of diesel monthly. The Fleet’s fuel tank system consists of three 6,000 gallon tanks (above ground) which are manifolds together, giving a total capacity of approximately 18,000 gallons. Due to each tank being limited to 6,000 gallons, vendors must pump partial amounts of the load into each tank.

**INVOICES**

Invoices will have itemized costs, including all of the following:
- The Purchase Order number,
- The fuel price per gallon - comprised from the OPIS Average* plus the Price Margin,
- The mandatory State excise and environmental fuel taxes,
- The total gallons delivered, and the signed delivery copy,
- The total amount due.
- The final invoice must be emailed not later than 24 hrs after delivery. Invoices to be emailed to fleetinvoices@riversideca.gov

* Invoices must have fuel prices based on the OPIS Unbranded Rack Average, from the Colton, Ca. fuel Terminal. Fuel prices will include the Price Margin. The City requires a copy of the daily OPIS pricing e-mailed to the Purchasing department at City Hall – for every date of delivery. Payments will be made by Electronic Funds Transfer to the vendor’s bank account instead of a printed check. The successful Vendor must be capable of accepting payments using this method.

**TAXES**

The City is exempt from Federal Excise Tax, but does pay the State excise tax. The Vendors will coordinate with their accounting departments, and will insure that the invoices do not contain F.E.T. The City will endorse certificates of exemption that are provided by the Vendors.

**ORDERS**

Orders may be placed by telephone, email, or faxed from the Fleet Maintenance Office, or from the City Purchasing office. Orders will be placed not later than 11:00 AM, on any weekday and will be delivered on the following weekday. The Fleet will avoid placing orders for deliveries on weekends or Holidays. The Vendors will have an office with daily staff available to receive and process the orders. Reliance on answering services, cell phone voice mail, or automated answering systems is not acceptable to the City, and if not corrected, may be considered as grounds for cancellation by the City. The Vendor’s staff will confirm the order and arrange for the next weekday delivery. While rare, there may be the occasion for same-day delivery due to unforeseen circumstances or emergencies. Vendor must have the ability to deliver same-day on an as-needed basis. It is understood that same-day deliveries are outside of the norm and delivery times and schedules will be flexible and not held to the 3:00 PM delivery deadline.
**DEVELOPMENT**

Deliveries will be made to the City Corporation Yard, as requested by the Fleet Maintenance division, between the hours of 7:00 am. and 3:00 pm., Monday through Friday, unless otherwise instructed. The Vendor will get a signature on the delivery copy for each delivery. If the delivery cannot be completed on that day, the Vendor will contact the City Purchasing Office and report the problem. Delivery drivers must make contact with the fleet office either in person or by phone by calling 951-351-6157 prior to dropping fuel. A representative from fleet will meet the driver, and print out a pre-delivery slip. Upon completion of fuel delivery, the driver will again make contact with the fleet office and a post-delivery slip will be printed.

**TRUCK REQUIREMENTS**

All fuel tanks are located above ground and deliveries will be made using vendor-owned or leased trucks equipped for pumping, or by major carriers with pumping capabilities. There will not be any charge for pumping of fuel into the tanks. Trucks will be fully equipped with correct hoses and couplings, in good mechanical condition and appearance, and will always show the correct placard identification for the fuel being delivered. Any fuel spills or leaks from the hoses or couplings will immediately be cleaned up and removed by the Vendor. Failure to promptly clean and remove fuel spills, or failure to follow applicable laws or regulations, may be considered as grounds for cancellation by the City.

**DEVELOPMENT PROBLEMS**

Vendors will notify the Fleet Management office at 951-351-6157 of any delivery problems or delays. If delays should occur due to problems at the fueling rack, including fuel shortages, crowding, technical or pipeline problems, the Vendor will make an effort to obtain fuel at another rack and make the delivery as ordered, on the same day. If the delivery cannot be completed on the day as scheduled, the Vendor will notify the Fleet Management office, (951) 351-6157. This notification is mandatory, and the Vendor may not avoid the notification merely by rescheduling for the following day. Delivery will be completed no later than 3:00 PM. Vendors who fail to deliver by that time, and who do not notify the Fleet Management Office, may be held in default of the agreement.

**FUEL QUALITY AND WARRANTY**

The Vendors will provide petroleum fuels of such quality as to be equal to or better than their commercial customers, and the fuel will have equal warranty. Fuels will be filtered and free of impurities, and will meet all Federal and State standards. If fuel is found to be of poor quality and interferes with the operation of City vehicles, or if fuel is delivered to an incorrect tank, the Vendor will pump out and remove the fuel the same day and replace it at no cost to the City. Vendors acknowledge and agree to this requirement with the submission of their bid.

**AIR RESOURCES REQUIREMENTS**

Vendors will comply with the provisions of AQMD ruling 1113 of 1997 and any subsequent amendments, and certify that all fuels furnished under this Bid conform to and comply with current standards and regulations. Regular gasoline will be rated at 87 octane minimum, and will be CARB-approved, blended with ethanol or other state-approved oxygenating chemicals. Diesel fuel will be the current formulation of ultra-low sulfur diesel, and will be clear.

**ADDITIONAL FUEL QUANTITIES**

The City reserves the right, at its option, to purchase additional quantities of fuel for the Fleet, beyond the amounts indicated herein, at the same Price Margin. Vendors will not change or revise the Price Margin during periods of increased usage, such as brush or wildland fires, or other natural calamity. Vendors will make every possible effort to provide uninterrupted fuel deliveries as requested during such events. Vendors understand this possibility and agree to this commitment with the submissions of their bid. While rare,
there may be the need due to holidays or other circumstances that the City will order less than a full load of fuel to ensure sufficient fuel levels for longer than normal weekends, etc. Vendor acknowledges that full load pricing will apply to less than full loads if order exceeds 7,000 gallons.

CANCELLATION

The City may, at its option, cancel the agreement at any time without penalty or cost, if in the judgment of the Fleet and the Purchasing Office, it is found that the Vendor is performing in an unsatisfactory manner, and after being notified does not take corrective actions. Other reasons for cancellation include, but are not limited to: consistently late deliveries, failures to notify the Fleet Office of delivery problems, or problems with the quality of the fuel, repeated instances of inadequate fuel supply on the delivery truck, repeated problems with fuel spills, failure to have office staff process and confirm orders, repeated communication problems, or continuous billing errors, or late invoicing.

INSURANCE

The City requires vendors who work on City property to have coverage of commercial liability, automotive, pollution, and worker’s compensation insurance. In addition, the City requires the Vendor to include the City as an additional insured by means of an official Additional Endorsement form, which is available from most insurance carriers. Refer to the Insurance Requirements listed below.

a. **Commercial General Liability Insurance:**
   Vendor shall maintain commercial general liability with a limit of not less than $1,000,000.00 each occurrence/$2,000,000.00 in the annual aggregate.

b. **Business Auto Liability Insurance:**
   Vendor shall maintain business auto liability with a limit of not less than $1,000,000.00 each accident.

c. **Workers’ Compensation and Employer’s Liability Insurance:**
   Vendor shall maintain workers’ compensation insurance as required by the state of California and employer’s liability insurance in the amount of $1,000,000.00 per accident for bodily injury or disease.

d. **Pollution Liability Insurance:**
   Vendor shall maintain pollution liability with a limit of not less than $1,000,000.00 each accident.

**General and Auto Liability Insurance need to have an Endorsement page(s) that modifies the policy by naming the City of Riverside as additionally insured.**

(Certificate Holder)
City of Riverside
Risk Management
3900 Main Street
Riverside, CA 92522
EXHIBIT A: BID PRICING

Exhibit A is to be filled out by the registered bidder and submitted electronically to the City’s bidding system before the due date.

STEP ONE, UNLEADED GASOLINE PRICING
(A) Enter the daily OPIS price for 87 Octane Gasoline, Colton, Ca. terminal (Unbranded Rack Average) for April 11, 2017, per gallon: $______________

(B) Enter your PRICE MARGIN, per gallon: $______________ (includes delivery, but no taxes)

(C) Add the two figures, the sum is your Gasoline “FUEL PRICE” $______________.

STEP TWO, DIESEL FUEL PRICING
(A) Enter the daily OPIS price for Ultra-low Sulfur Diesel, Colton Ca. terminal, (Unbranded Rack Average) for April 11, 2017, per gallon: $______________

(B) Enter your PRICE MARGIN, per gallon $_______________ (includes delivery, but no taxes)

(C) Add the two figures, the sum is your Diesel “FUEL PRICE” $______________

STEP THREE - BID AMOUNTS

In the spaces below, enter your “FUEL PRICES” from Steps One and Two. Then multiply those figures by the Estimated Annual Quantities, and enter the results in the EXTENDED COST (no taxes).

<table>
<thead>
<tr>
<th>EST. ANNUAL QUANTITY</th>
<th>FUEL PRICE</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>554,600 GALS GASOLINE</td>
<td>$____________</td>
<td>$____________ (Submit Online)</td>
</tr>
<tr>
<td>70,000 GALS. DIESEL FUEL</td>
<td>$____________</td>
<td>$____________ (Submit Online)</td>
</tr>
</tbody>
</table>

NEXT, Add the EXTENDED COSTS - BID TOTAL $____________ (Submit Online)

Vendor Name _________________________ Signature ___________________
Bid No. 7487

Bid pricing will remain firm for one-hundred twenty (120) days after bid opening for the City to evaluate and accept or reject the bids received. Upon acceptance, prices quoted will be in effect for the term of the agreement.

Any technical questions pertaining to the items, specification and/or scope of this bid should be directed to Jairo “JC” Cortez in the Purchasing Division of the Finance Department in writing at jcortez@riversideca.gov.

a. Questions due in writing by: 04/25/17 before 1:00 pm.

The City reserves the right to purchase fuel from other than the Primary Vendor without penalty, when in the City’s judgment, the Primary Vendor cannot supply the fuel as required by the City.

The bidder declares the prices, terms and conditions in the Bid have not been communicated to any employee or agent of the City of Riverside, nor to any person not herein named, and the bidder has not in any manner sought by collusion to secure an advantage over any other bidder. The undersigned further declares the pricing offered herein is in accordance with the instructions and procedures in the Bid, and that no counter-offers have been made; and no exceptions have been taken to those instructions. Failure to follow the City bid instructions or the making of a counter-offer, will result in the rejection of the bid.