

INVITATION FOR BIDS



BID # 2016-03

Fleet Fuel Purchase

Prepared by:

The City of Franklin
117 West Cedar Street
Franklin, KY 42134

Phone 270 586-4497

www.fanklinky.org

INVITATION FOR BIDS

BID #2016-03

Sealed bids will be received at City Hall, 117 West Cedar Street, Franklin, Kentucky until 8:30 a.m. CST, November 28, 2016 for

Fleet Fuel Purchase

All bids must be turned in to City Hall, 117 West Cedar Street, Franklin, Kentucky, no later than 8:30 a.m. CST on date of bid opening. Bids cannot be accepted at any other location.

Bids will be opened thereupon or about 9:30 a.m. CST, November 28, 2016, at a public bid opening in the Commission Chamber of City Hall, 117 West Cedar Street, Franklin, Kentucky. Bids must be received by the designated date and time and none will be considered thereafter.

The City of Franklin, Kentucky reserves the right to reject any and all bids received, and to select that bid which it determines to be in its best interest. The award of this bid will be made on the basis of the lowest evaluated bid price as permitted in KRS 45A.365.

All bid forms, information and specifications regarding this bid are available from the Purchasing Agent or on our web site at www.franklinky.org . Respondents are to submit their bid in a clearly marked sealed envelope. The Respondent is to clearly mark the sealed bid with the bid number and description list above. Make sure the shipping envelope has bid number listed clearly on the outside as well. The City of Franklin, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

Respondents are invited to be present for the opening of the bids submitted.

FOR THE CITY OF FRANKLIN, KENTUCKY

S/Kenton Powell, City Manager

ATTEST:

S/Angela West, Purchasing Agent

GENERAL INSTRUCTIONS TO BIDDERS

A. OFFICIAL CLOCK

Bids will be accepted until 8:30 a.m. CST at City Hall, 117 West Cedar Street, Franklin, Kentucky. Bids cannot be accepted at any other location. The official clock is the digital, radio controlled, automatically synchronized clock located in the Purchasing Agent's Office, City Hall, 117 West Cedar Street, Franklin, Kentucky.

B. CALCULATION ERROR(S)

In the event of a calculation error on the bid form, unit price shall prevail.

C. QUESTIONS AND ADDENDA

This bid is offered by the Purchasing Agent. Respondents shall carefully examine this bid and any addenda issued by the Purchasing Agent. Failure to include signed addenda in the bid submission will result in rejection of the bid. Respondents shall seek clarification of any ambiguity, conflict, omission or other error in this bid "in writing. " Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the Purchasing Agent in writing by November 21, 2016. Questions submitted after this date will not be answered. If the answer materially affects this procurement, the information will be issued in an addendum. Written communications should be addressed as follows:

City of Franklin Purchasing Agent's Office
117 West Cedar Street
Franklin, Kentucky 42134

OR

Fax 270-586-9419

OR

E-mail angela.west@franklinky.org

D. RESPONSIBILITY OF BIDDERS FORM

The City of Franklin, Kentucky issues in all bid offerings a Responsibility of Bidders for that MUST be completed by the Respondent and attached to the bid form in order for the Respondent to be considered for a bid award. This is a mandatory for that must be attached to the bid form and in accordance with KRS 45A.395, all information submitted thereon is deemed to confidential and therefore exempt from Kentucky Open Records Law.

E. BASIS OF BID AWARD

The City of Franklin, Kentucky has selected to award this bid offering in compliance with KRS 45A.365 that allows the award to be made on the basis of:

Lowest bid price, or

Lowest evaluated bid price

F. RETENTION OF RECORDS

The successful Respondent shall be required to maintain, for a period of five (5) years from the date of final payment to the Respondent, all books and records pertaining to this bid offering.

G. BUSINESS TAX STATUS

In order to receive a bid award from the City of Franklin, Kentucky , a Respondent must not be delinquent on any ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the Respondent, or any one or more of its corporate officers. Inquiries can be directed to City of Franklin Tax Administrator, Daniel Reetzke, City Hall, 117 West Cedar Street, Franklin, Kentucky, 270-586-4497.

H. BUSINESS STATUS AND REGISTRATION REQUIREMENTS

In order to receive a bid award from the City of Franklin, Kentucky, a Respondent must be properly registered with the Occupational License Division to do business in the City. If a Respondent is already registered, all of their applicable license account must be in “good standing” with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages, and business net profits, paid in full with appropriate reporting forms filed in the office of the City’s License Division. Inquiries can be directed to License Division, Daniel Reetzke, City Hall, 117 West Cedar Street, Franklin, Kentucky 270-586-4497.

I. CONFLICTS, GRATUITIES, AND KICK-BACKS PROHIBITED

The City of Franklin, Kentucky adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative conflicts of interests, gratuities, kick-backs and use of confidential information in all bid offerings. If it is found that the Bidder is in violation of KRS 45A.455 the City of Franklin, by written notice to the Bidder, may cancel this contract.

J. SUPPORTING DOCUMENTATION

Respondents are encouraged to submit with their bids any literature, warranty information and other documentation to support the Respondent’s compliance with the specifications contained in this bid package.

K. BID RETRACTION

Respondents are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of 90 days following the public bid opening unless circumstances justify consideration by the Purchasing Agent of a release from provision. Requests to withdraw a bid must be in writing and received by the City of Franklin, Kentucky within twenty-four hours of public bid opening.

L. RIGHT TO REJECT AND AWARD BID

The City of Franklin, Kentucky reserves the right to reject any and all bids received in response to this bid offering, and to waive any informalities in this bid offering. The award of a contract shall be at the sole discretion of the City of Franklin, Kentucky. The award will be made to the responsible Respondent whose bid is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this bid package. The City of Franklin may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms which the Respondent can bid with respect to price, product, service and technical capability. The contents of the bid of the selected Respondent will become the basis for the City of Franklin, Kentucky's contractual obligation when the award is made.

M. BID IDENTIFICATION

Respondents are to submit their bid in a clearly marked sealed envelope. The Respondent is required to clearly mark their bid material with the bid number and description set forth in the "Invitation for Bids". This instruction is provided as a means to ensure proper delivery, handling and public announcement of a Respondent's response at the official bid opening date and time. Bids in the form of e-mails, telegrams, telephone calls, facsimiles or telex messages with not be accepted.

N. BID SUBMISSION

Prior to entering into a contract with the City of Franklin, the successful Respondent(s) must provide the following information:

1. The name of every company bearing an interest in the proposed goods and services to be provided in this bid offering.
2. The name, title, address and telephone number of individuals with authority to contractually bind the Respondent; and,
3. A designated person(s) who can be contacted by the City of Franklin, Kentucky during the bid evaluation period. This information shall include the person's name, title, address, telephone number, FAX number and Internet E-mail address if available.

O. DISPOSITION OF BIDS

All materials submitted in response to this bid offering will become property of the City of Franklin, Kentucky. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Franklin, Kentucky, and thus open for public inspection. It is understood that the bid will become part of the official file without obligation on the part of the City of Franklin, Kentucky except as to the disclosure restrictions contained in paragraph P below.

P. DISCLOSURE

In compliance with Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a Respondent in connection with this procurement shall not be subject to public disclosure. However, the Respondent must invoke this protection prior to or upon submission of the data or other material, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that costs are to be protected is also unacceptable. Disputes over disclosure will be resolved by the City Manager based on legal advice provided by the City of Franklin, Kentucky's Legal Department.

Q. COST INCURRED IN RESPONDING

This bid offering does not commit the City of Franklin, Kentucky to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Franklin, Kentucky to enter into a contract.

R. PRIME RESPONDENT RESPONSIBILITIES

If the Respondent's response includes goods and services provided by others, the Respondent will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such goods and services. The Respondent will be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting of all contractual requirements resulting from this bid offering.

S. LAWS AND REGULATIONS

The Model Procurement statutes of the Commonwealth of Kentucky and any applicable Code of the City of Franklin, Kentucky shall govern this bid.

CITY OF FRANKLIN FLEET FUEL PURCHASE SPECIFICATIONS AND BIDDER INFORMATION

INTRODUCTION TO SCOPE OF WORK

The City of Franklin KY is seeking proposals to provide a fleet card fueling system for the City's fleet of approximately (86) units. This fleet is a mix of vehicles, including heavy duty trucks, and equipment. As a point of reference, the City's Public Works, Wastewater Treatment Plant, and Water Distribution departments also have cards for miscellaneous gas & diesel cans. Additionally, Public Works maintains an Off Road Equipment Tank for off road Diesel. Vehicles may be added or dropped during the term of this contract. Products to be provided are regular unleaded gasoline, dyed diesel and diesel fuel. The following requirements are intended to give a general guideline or parameters for what the City will require. Proposers are encouraged to provide additional features and options that are available with their fuel card system. The proposer's technical proposal presented should address the stated requirements, and/or describe additional features, options and benefits of the proposed solution.

1. Approximate Usage

Estimated annual usage on the fleet fueling cards is 50,000 gallons of unleaded and diesel. Approximate use does not constitute an order, but only implies the probable quantity the City will use. The approximate number of vehicles to be authorized is 86 and the number of drivers is estimated at 75. The City reserves the right to add vehicles and drivers at will without additional fees.

2. Background

The City's fleet fuel usage is primarily in Simpson County but may be used in any location that accepts the vendor's fueling card. Fuel is purchased on an as-needed basis, with no guaranteed minimum per month to be purchased. The provider must have multiple locations in Simpson County with at least one station in the primary population center of Franklin. Fueling stations must be conveniently located throughout the City and at least one station shall be open and operational 24 hours per day, seven days per week.

3. Vendor Responsibilities

The successful vendor shall provide all labor, materials, hardware, software, maintenance, supplies and any related items necessary to provide gasoline and diesel fueling stations for the City Fleet.

The most responsive proposal shall include the following requirements:

A. Competitive Pricing

- During the period of this agreement, dispensed prices may be increased and decreased depending upon the cost. Price changes will be governed by some mutually acceptable method, examples of which include, but are not limited to:
 - An index made up of the composite posted prices in Nashville, TN of those companies published in the weekly publication of OPIS. The low proposer will be determined by the amount of discount from OPIS composite.
 - A discount from the retail pump price.
 - A price consisting of the Nashville Rack Price set or paid the previous Friday, plus a fee.
 - Cost plus a fee, based on delivery tanker invoices for the preceding week. Copies of the delivery invoices would be supplied with the invoice.
 - Any other suitable and acceptable pricing mechanism.
 - Vendor will bill the City for gasoline and diesel purchases made less any Federal and State taxes. The City will provide the vendor with the tax exemption certificate.

B. Pricing shall be bid for each type of fuel indicated on the bid sheet. The pricing Methodology preferred by the City would be bid as a mark-up to the Nashville Rack Price as published daily by the Oil Price Information Service (OPIS).

C. Alternate pricing methods different than those listed will be considered. Adequate information must be submitted in the pricing methodology for the City to determine and compare various proposed prices. Proposals that include a discount from the retail pump price must include the methodology used to obtain retail pump price, and how the discount will be calculated. The City will consider volume rebate programs or discounts for prompt payment.

D. No initial or renewal fee shall be bid or paid for maintaining and servicing the account for the duration of the contract.

4. Access to Fueling Services

- Fueling service locations are required throughout the City.
- Fueling service must be available to the City 24 hours per day, seven days a week. The fueling service should include alternate procedures or redundant power supplies in the event of power failure, malfunction of equipment or an emergency situation.
- The City requires regular (87 Octane) gasoline for use in the majority of the City fleet. The availability of mid-grade (89 Octane) and premium (92 Octane) would be acceptable but not required. The City would prefer a fueling procedure to lockout the use of any fuel above 87 Octane, on a discretionary basis.

5. Fueling Procedures

- The City requires an attended fueling service or a user friendly automated procedure. An attendant must be on duty at all times unless the vendor offers an automated fueling system.
- The fueling procedure should include security measures which prohibit the misuse of fueling services.
- The vendor shall provide a fuel card for each designated City vehicle as a method to purchase fuel. The fuel card must possess the capability to be restricted to the purchase of fuel only. Non-fuel purchases must be blocked at the time of authorization. Under no circumstances shall the gas card be capable for making a cash advance. Employees who are authorized by the City to use fuel cards will create a unique PIN number which will be maintained in the vendor system for the purpose of accessing fuel.
- Vehicle operator must swipe the fuel card; enter their PIN number and odometer reading at the fueling station prior to pumping gas.
- The City will be liable to the vendor for any unauthorized use of a card until the Vendor is notified of such use. Once the card has been reported lost or stolen, it shall be immediately invalidated in the fuel card system. After cancellation, all electronic authorizations associated with the card shall be declined. Once the Vendor receives the proper notification, the City will be relieved from liability for any subsequent charges on the card.

- The vendor shall provide a toll free number to report lost or stolen cards or to cancel a card. Replacement cards should be available within 24 hours. Vendor customer service should establish a toll free Customer Service number which is available 24 hours per day to help drivers with any questions.
- The vendor will work with the City to monitor activity and proactively help to prevent fraud and misuse of fuel cards. The vendor will provide a system that is able to apply control limits on categories such as number of transactions or gallons.

6. Vendor Qualifications

- Vendor organizational structure and size should be sufficient to provide the requirements as described in this RFP and to support its service facilities in providing fleet fueling services to the City.
- The vendor should have experience with providing fleet fueling services similar to the requirements as described in this RFP.

7. Reporting Capabilities

- The City requires detailed billing statements and reporting capabilities. Detailed billing information such as date and time of fueling, vehicle identification number, department, odometer reading, volume of purchase, price per gallon, total cost of purchase, and year-to-date purchases would be information significant to the City.
- Reports should be accessible to the City 24 hours per day from any internet enabled computer through the vendor's website. If additional reporting is required the vendor will work with the City to build reporting documents that provide actionable data to manage the fuel program.

8. Billing and Payment Terms

- Vendor will invoice the City net of all Federal excise, State and local taxes on all fuel types, at the transaction level, regardless of the merchant participation level since the City is qualified tax-exempt. The vendor shall submit separate invoices to the City when requesting payment. The City shall have the right to examine the financial records of the Vendor for the purpose of auditing with reference to charges made to the City.
- In the event that the Vendor receives payment under the contract for which is later disallowed by the City, the Vendor shall promptly refund the disallowed amount to the City on request, or at the City's option, the City may credit the amount disallowed from the next payment due to the Vendor. The Vendor is required to provide all fuel transaction data including department, vehicle, employee, cost, quantity, and fuel type for automated billing and reporting for the City fleet.

- The City shall receive one consolidated statement for each month which includes the itemized purchases by department and divisions within each department for that month. The provider and the City shall determine a mutually agreed upon schedule for receipt of vendor issued monthly statements and payment.
- Standard payment terms, net 30 days unless mutually agreed upon payment terms are negotiated.

9. PROPOSAL EVALUATION CRITERIA

It is the intent of the City of Franklin to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Proposal. The proposal selected will be that response deemed most advantageous to the City of Franklin, based on the following criteria presented in order of importance:

- Price
- Access to Fueling Services
- Fuel Service Procedures
- Vendor Qualifications
- Billing & Reporting

10. CONTENTS OF PROPOSAL

Proposals shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to this request for information shall be submitted in the same order as presented in this Request for Proposal.

A. Price

- Complete Bid Sheet (*Attachment D*) and submit with proposal.
- Provide an explanation of any additional one-time or continuing costs associated with your fueling services (i.e. set-up fees, card fees, billing fees, other than late payment charges.)

B. Access to Fuel Services

- Provide a list of areas where your company operates fueling stations within the City of Franklin and outside of the City/State.
- List the days and times your fueling stations are open (example: Sunday thru Saturday 24) unless vendor offers a completely automated fueling system.
- Provide a list of the types of fuel your company offers and the corresponding octane levels of these products.

C. Fueling Procedures

- Provide an explanation of the procedure that would be used when City vehicles utilize your facility for fueling.
- Include alternative procedures in the event of power loss, malfunction of equipment, or emergency situations.
- Describe the security measures to prevent misuse of fueling services.
- Vendors who provide automated systems should include with their bid, a brief narrative on the operations of those systems.

D. Vendor Qualifications

- Provide a brief description of the proposing organization.
- Provide three (3) references including contact names and phone numbers for companies or agencies who presently utilize your fueling facilities for fueling services similar to those required by the City.

E. Billing & Reporting

- Provide a description of your billing/statement and reporting capabilities including an example.
- Description of payment terms.

F. ATTACHMENTS

The following attachments shall be completed and submitted with response.

- Non-Collusion (*Attachment A*)
- Certificate of Authorization (*Attachment B*)
- Contract (*Attachment C*)
- Bid Sheet (*Attachment D*)

G. RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Department and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such City of Franklin, Kentucky, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who
signed the foregoing proposal on behalf of said corporation was then _____ of
said corporation; that said proposal was duly signed for on behalf of said corporation by
authority of its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation that will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C

CONTRACT

THIS AGREEMENT, made and entered into this _____ Day of _____, 2016,

by and between the City of Franklin, Kentucky, (hereinafter called the "City") and

(hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the Contractor did on the _____ Day , _____ 2016,
submit a proposal to provide Fleet Fueling Services as may be incidental thereto or as described
in RFP#2016-03.

NOW, THEREFORE, in consideration of the following mutual agreements and
covenants, it is understood and agreed upon by and between the parties hereto as follows:

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
 - (a) The Request for Proposal RFP#2016-03.
 - (b) The Contractor's Bid Proposal
 - (c) This Instrument
 - (d) Supplements or changes to the foregoing agreed to by the parties including addendums
 - (e) Insurance Forms

2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the City. Any such substitution or change shall in on manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.

3. This Contract is entered into subject to the following conditions:
 - (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.

(b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.

(c) In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.

(d) The terms and conditions contained within the Contract Documents are governed by the laws of Kentucky. In the event of a dispute the laws of Kentucky will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative duly authorized agents, hereto affix our signatures and seals this ____ day of _____, 2016.

CITY OF FRANKLIN, KENTUCKY

ATTEST: _____

BY: _____

TITLE: _____

CONTRACTOR

ATTEST: _____

BY: _____

TITLE: _____

ATTACHMENT D

BID SHEET FLEET FUELING RFP#2016-03

Listed below are suggested types of price proposals and one alternative for proposal pricing by bidders. The City's preference is to have a verifiable cost plus price for fleet fuel under this agreement. Price shall be bid per gallon and is to include all expenses and vendor profit margin. Bidder must select one of the following:

COST PLUS – (NASHVILLE RACK PRICE PLUS CENTS/GAL)	87 OCTANE + ____ Cents/Gal	DIESEL + ____ Cents/Gal
RETAIL PUMP PRICE	<u>RETAIL</u>	<u>RETAIL</u>
RETAIL PUMP PRICE MINUS CENTS/GAL	- ____ Cents/Gal	- ____ Cents/Gal
RETAIL PUMP PRICE MINUS % DISCOUNT	- ____%	- ____%
VOLUME REBATE %	____%	____%
DISCOUNT FOR PROMPT PAYMENT	_____	_____
ALTERNATE _____		

Pricing shall be bid for each type of fuel indicated on the bid sheet. The pricing methodology preferred by the City would be bid as a mark-up to the Nashville Rack Price as published daily by the Oil Price Information Service (OPIS).

Alternate pricing methods different than those listed will be considered. Adequate information must be submitted in the pricing methodology for the City to determine and compare various proposed prices. Proposals that include a discount from the retail pump price must include the methodology used to obtain retail pump price, and how the discount will be calculated.

(Company Name)

(Authorized Signature)

(Date)

(Print Authorized Name)