



## **REQUEST FOR PROPOSALS** **UNLEADED, DIESEL / BLENDED WINTERIZED DIESEL FUEL**

### **Introduction**

This request for proposal is for a three (3) year contract with an option to renew for the purchase of unleaded gasoline and diesel fuel / blended winterized diesel fuel (provide price for both).

### **Proposals**

The proposal should describe the scope of your business to include, length of service, financial rating, number of fueling points, methods of delivery, methods of accounting and accountability, etc. **The form on page 6 must also be completed with your proposed discount or fueling rates.**

### **Interview**

Firms submitting proposals may be scheduled for interviews between November 1 to November 7, 2019.

The City may elect to interview three (3) firms that have submitted proposals that have the most advantageous pricing proposals for the City of Clintonville. The interview will enable your firm to present your proposal.

- Your representative is expected to take an active role in making the presentation at your firm's interview.
- The interview will last about 30 minutes. Your presentation should be limited to 15 minutes. The remainder of the time will be used for questions and discussion.
- The presentation will be at the City of Clintonville City Hall, 50 Tenth Street, Clintonville, WI.
- The interview panel will consist of City employees and department heads using gasoline and diesel fuel.

### **Selection Process**

The City will consider the following criteria in evaluating your proposal and your interview presentation.

- Lowest cost per gallon discount
- Octane-cetane rating of fuel
- City's accessibility to vendor - 24 hours access per day - 365 days a year - City wide access.
- Vendors billing system and the amount of detail - (any additional costs associated with billing system)

- Vendor past performance

City of Clintonville will enter into discussions with the highest ranked responsible Service Provider.

If the City is unable to successfully conclude negotiations with the highest ranking responsible Service Provider, negotiations will be held with the next rank responsible Service Provider.

The contract shall be awarded to the responsible Service Provider who is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein. All proposals shall be a matter of public record upon award of the contract.

The City reserves the right to accept or reject in whole or in part any or all proposals, waive any informality, cancel this solicitation and award a contract deemed in the best interests of the City.

Award of the contract to the successful contractor shall be based upon the proposal determined most advantageous to the City. **The City may elect to split the service into two contracts, one for unleaded and one for diesel, if it determines this to be most advantageous to the City.** Proposals must remain firm once submitted and may not be withdrawn for a period of ninety (90) days.

Throughout request for proposal, the City has exerted its best efforts to represent information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy. It is the responsibility of the business submitting the proposals to use this information and verify the same during the proposal, negotiations and project implementation periods.

Best efforts have been made to provide accurate information, however, the City makes no guarantees or warranties that the information contained in this request for proposal or reference documents are accurate and complete. The City is not and shall not be liable for omissions or errors contained in this request for proposal, and submittal of a proposal by a business shall serve as the business's verification and acknowledgement of the City's lack of liability.

### **Proposal Specifics**

1. Submit one copy of the proposal within a single envelope or container. The lower left corner of the cover should have the following notation - "Proposal for Fuel".

2. **Proposals shall be received by 2:30 p.m. on Tuesday, October 22, 2019 by:**

City Administrator  
City of Clintonville  
50 Tenth Street  
Clintonville, WI 54929

3. Questions may be directed to City Administrator, Sharon Eveland (715) 823-7600 or email [seveland@clintonvillewi.org](mailto:seveland@clintonvillewi.org)  
Questions and responses may be oral or in writing.
4. **Fuel service contract would start approximately January 1, 2020.**
5. Provider must assist with conversion of service from previous provider with a smooth transition.
6. Provider may be required to hold introductory sessions to acquaint various departments with new methods and supply required materials.
7. Any incentives, rebates, and/or refunds passed onto the provider by their sources because of the volume used shall be provided to the City of Clintonville.

## ANNUAL SCOPE OF SERVICES

### Description

1. Provide convenient City-wide locations readily accessible to City vehicles. These locations must have pump service.
2. Provide fuel service 24 hours per day, seven (7) days a week including holidays.
3. All locations must have a gasoline option that does not exceed 10% ethanol content.
4. Provide fuel to City vehicles regardless of any supply restrictions imposed by vendor's suppliers.
5. Provide a control system to prevent unauthorized use of the system i.e. identify vehicles/operator.
6. Submit any required excise forms to the State.
7. Provide a written reporting system monthly that breaks down usage by:
  - A. City Departments - Police Department, Street Department, Water Utility, Sewer Utility, Electric Utility, Parks and Recreation, and Fire Department.
  - B. Usage by vehicle including odometer reading.
  - C. Usage by date
  - D. Total usage by month and year-to-dateThe reports should contain transaction date, time, department, vehicle number, product description, gallons received, and costs.
8. The service would cover approximately 20 plus vehicles/equipment and 18 plus drivers.
9. The estimate of annual usage is below. 2019 cover January through August usage.

#### **POLICE DEPARTMENT**

2016 - 7417 gallons used - lead free  
2017 - 7458 gallons used - lead free  
2018 - 7812 gallons used - lead free  
2019 - 4889 gallons used - lead free

#### **STREET DEPARTMENT**

2016 - 10251 gallons used - diesel  
2017 - 9709 gallons used - diesel  
2018 - 10834 gallons used - diesel  
2019 - 9330 gallons used - diesel  
2016 - 2551 gallons used - lead free  
2017 - 1984 gallons used - lead free  
2018 - 1727 gallons used - lead free  
2019 - 1146 gallons used - lead free

#### **WATER, SEWER, AND ELECTRIC UTILITY**

2016 - 2908 gallons used - diesel  
2017 - 3970 gallons used - diesel  
2018 - 3124 gallons used - diesel  
2019 - 2009 gallons used - diesel  
2016 - 3587 gallons used - lead free  
2017 - 3913 gallons used - lead free

2018 - 3779 gallons used - lead free  
2019 - 2620 gallons used - lead free

#### **PARKS AND RECREATION**

2016 - 1076 gallons used - diesel  
2017 - 649 gallons used - diesel  
2018 - 526 gallons used - diesel  
2019 - 410 gallons used - diesel  
2016 - 1039 gallons used - lead free  
2017 - 1696 gallons used - lead free  
2018 - 1085 gallons used - lead free  
2019 - 1374 gallons used - lead free

#### **FIRE DEPARTMENT**

2016 - 1133 gallons used - diesel  
2017 - 977 gallons used - diesel  
2018 - 857 gallons used - diesel  
2019 - 887 gallons used - diesel  
2016 - 350 gallons used - lead free  
2017 - 282 gallons used - lead free  
2018 - 928 gallons used - lead free  
2019 - 892 gallons used - lead free

#### **TOTALS - CITY OF Clintonville - ALL DEPARTMENTS LISTED ABOVE**

2016 - 15368 gallons used - diesel  
2017 - 15305 gallons used - diesel  
2018 - 15341 gallons used - diesel  
2019 - 12636 gallons used - diesel  
2016 - 14944 gallons used - lead free  
2017 - 15333 gallons used - lead free  
2018 - 15731 gallons used - lead free  
2019 - 10921 gallons used - lead free

The amounts listed above **DO NOT constitute any guarantee** of any minimum amount of fuel to be purchased by the City of Clintonville.

#### **Types of Bids**

**General Proposal** - Provide a proposed discount price from the actual price listed on the pump.

**Alternate Bid** - Fixed gallon price per year - may be submitted which would provide for a guaranteed price per gallon for each of the three years of the contract (This bid may be adjusted by service provider no later than January 1<sup>st</sup> of each year for the upcoming year).

#### **Invoicing the City of Clintonville**

The vendor shall invoice the City on a monthly basis. Monthly bills shall be submitted to the City no later than the 3<sup>rd</sup> day of each month. Each department listed in the estimated annual usage section must be invoiced separately. Payment will be made to the vendor in a timely manner.

#### **Termination of Contract**

**EARLY TERMINATION:** The City may terminate the contract for unsatisfactory service, upon sixty (60) days written notice. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default. Unsatisfactory service

shall include but not be limited to unavailable fuel pumps, billing errors, or deviations from the requirements of the contract.

**Hold Harmless**

Service Provider hereby agrees to release, indemnify, defend, and hold harmless City of Clintonville, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. City of Clintonville does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**Insurance Requirements**

Service Provider shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the City, nor shall Service Provider allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

- (a) **Worker's Compensation Insurance.** Service Provider shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, Service Provider shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Service Provider.
  
- (b) **General Liability, Professional Liability and Property Damage Insurance.** Service Provider shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Service Provider, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
  - Comprehensive General Liability \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
  - Professional Liability Coverage, \$1,000,000 per occurrence and in aggregate.
  - Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
  - Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage(s).

**Proof Of Insurance**

Service Provider shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Service Provider meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the City shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

**REQUEST FOR PROPOSAL  
UNLEADED, DIESEL/ BLENDED  
WINTERIZED DIESEL FUEL**

*Service Provider Business Name:*

\_\_\_\_\_

*Authorized Person Submitting Proposal for Service Provider:*

\_\_\_\_\_

*Signature of Authorized Person Submitting Proposal for Service Provider:*

\_\_\_\_\_

*Phone Number:* (\_\_\_\_\_)\_\_\_\_\_ - \_\_\_\_\_

*Email Address:* \_\_\_\_\_

*Company Website:* \_\_\_\_\_

<b>General Proposal - Discounted Pump Price</b>	<i>Jan. 1, 2019 thru Dec. 31<sup>st</sup>, 2019</i>	<i>Jan. 1, 2020 thru Dec. 31<sup>st</sup>, 2020</i>	<i>Jan. 1, 2021 thru Dec. 31<sup>st</sup>, 2021</i>
<i>Unleaded - Octane Rating: _____</i>			
<i>Unleaded - Octane Rating: _____</i>			
<i>Unleaded - Octane Rating: _____</i>			
<i>Diesel / Blended Winterized Diesel (Provide Both Prices)</i>			

<b>Alternate Proposal - Fixed Price Per Gallon</b>	<i>Jan. 1, 2019 thru Dec. 31<sup>st</sup>, 2019</i>	<i>Jan. 1, 2020 thru Dec. 31<sup>st</sup>, 2020</i>	<i>Jan. 1, 2021 thru Dec. 31<sup>st</sup>, 2021</i>
<i>Unleaded - Octane Rating: _____</i>			
<i>Unleaded - Octane Rating: _____</i>			
<i>Unleaded - Octane Rating: _____</i>			
<i>Diesel / Blended Winterized Diesel</i>			

**You may also submit other Alternate Proposals which may be advantageous to the City of Clintonville to explore (attach your alternate proposals to the original proposal).**