

INVITATION TO BID

2019/2020 GASOLINE & DIESEL FOR MUNICIPAL VEHICLES

BID OPENING DATE: Monday, May 20, 2019 at 1:30 p.m.

The City of Hazelwood, Missouri is accepting sealed bids for Fuel for the City of Hazelwood vehicles.

Bid form, specifications and other information may be obtained at the office of Public Works at 415 Elm Grove Lane, Hazelwood, Missouri 63042 telephone 314-839-3700.

If you retrieve your bid information from the web site, please submit your business information to Paul Williams, Superintendent, Public Works/Street Department 115 Ford Lane, Hazelwood, Missouri 63042 or plwilliams@hazelwoodmo.org .

Bids will be received by the City Manager until 1:30 p.m, Monday, May 20, 2019, at which time they will be opened publicly.

BID FORM, SPECIFICATIONS & BIDDING PROCEDURES

GASOLINE & DIESEL FUEL FOR MUNICIPAL VEHICLES

BID OPENING DATE: Monday, May 20, 2019 at 1:30 p.m.

SCOPE:

The City of Hazelwood is accepting bids for the purchase of gasoline and diesel fuel for its municipal vehicles. Bids shall include any technical or service manuals when bidding items are different than specified.

SPECIFICATIONS:

The gasoline and diesel fuel shall meet or exceed the following specifications. **ANY ITEM THAT DOES NOT MEET OR EXCEED THESE SPECIFICATIONS MUST BE CLEARLY NOTED AND EXPLAINED IN AN ADDENDUM TO THESE SPECIFICATIONS.**

With the exception of an emergency, all orders will be placed 24 hours in advance.

All fuel is to be delivered to the Hazelwood Maintenance Building, 115 Ford Lane; Hazelwood, MO 63042 on **MONDAY, WEDNESDAY AND FRIDAY OF EACH WEEK INCLUDING HOLIDAYS.**

All environmental and safety precautions are to be taken when delivering gasoline and diesel fuel.

METHOD OF AWARD:

Awards will be made on a single basis for gasoline and diesel fuel.

QUANTITY:

Bidders are to understand quantities are estimates only and the City reserves the right to order more or less than the quantity stated.

PRICE INCREASES:

After awarding the Contract, price increases must be approved by the purchasing division before going into effect. Only increases passed on from your supplier with no added profit to supplier will be accepted. Supplier must furnish proof of increase in writing before it may be approved. Price increases may be reviewed periodically to determine verification.

PRICE DECREASE:

After awarding of Contract, supplier shall pass any price decreases on to the City (prices subject to increase/decrease due to product cost changes in accordance with F.E.A./D.O.E. regulations). Successful bidder shall add no further profit during the course of this Contract.

	<u>MEETS</u>	<u>DOES NOT MEET</u>	<u>EXCEEDS</u>
Unleaded Gasoline: 87 octane or higher. Approximately 1600 gallons per week. Tank capacity is 1,000 gallons.	_____	_____	_____
Diesel Fuel: #2 Diesel Fuel Approximately 2500 gallons of Diesel #2 per month. Tank capacity is 1,000 gallons.	_____	_____	_____

CONDITIONS OF BIDDING:

1. Prices bid will be binding for 60 days after bid opening.
2. Supportive or supplementary material may be attached to Bid Form.
3. Bidder must sign and notarize Non-Collusion Affidavit.
4. The City reserves the right to reject any and all bids and to waive informalities in the bidding procedures.
5. Prices bid will include all charges for delivery, profit and overhead to the City of Hazelwood and will not include any Sales and Use Tax.
6. Please base prices according to the midnight average OPIS price as determined on Sunday, May 19, 2019 plus an additional bid cost per gallon.
7. Although the average OPIS price may vary, the delivery charge and profit shall remain constant throughout the contract. **Submit OPIS PRICE SHEET with each billing.**
8. ENTIRE AGREEMENT: These terms and conditions together with the invitation to bid and such other sheets of documents as are made a part hereof, shall constitute the entire present agreement between the parties.
9. MODIFICATIONS: No change in, addition to, or waiver of the terms, conditions and specifications contained herein shall be a binding obligation to the City unless approved in writing by the City.

10. **RISK OF LOSS:** Responsibility of the goods herein described shall not pass until said goods have actually been received by the City or its consignee, notwithstanding any agreement to the contrary, included, but not by way of limitation, any agreement to pay freight, express or other transportation or insurance charges. Risk of loss prior to such actual receipt by the City or its consignee shall be borne by vendor. Nothing herein contained, however, shall be construed as depriving the City of its interest, or limiting such interest in the goods herein described prior to such actual receipt.
11. **INSPECTION:** All goods shall be subject to inspection and test by the City. The City reserves the right to reject any goods which fail to meet the specifications contained herein. Rejected goods shall be removed at the expense of the vendor, including transportation both ways, promptly after notification of rejection. As to rejected goods, vendor shall bear all costs for inspection and all risk of loss.
12. **PAYMENT, PURCHASE PRICE:** Payment by the City for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses that goods failed to meet specifications contained herein. In no event shall the City be charged a higher price than charged to vendor's other customers for goods of like grade and in substantially the same quantities.
13. **REJECTION & CANCELLATION:** The City reserves the right to reject goods and to cancel any part of this purchase if the vendor fails to deliver any part of the goods described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate the City to accept the future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If vendor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature) or if any proceeding under bankruptcy or insolvency laws is brought by or against vendor, or if a receiver for vendor is appointed or applied for, or if any assignment for the benefit of credits is made by vendor, the City may cancel this order without full liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
14. **WAIVERS:** The City waiver of any breach or failure to enforce any of the terms, conditions and specifications of the invitation to bid shall not in any way affect, limit or waive the City's right thereafter to enforce and compel strict compliance with every term, condition and specification hereof.
15. **APPLICABLE LAWS:** Vendor represents and agrees that the goods herein described have not been or will not be manufactured, sold, prices, transported, or installed in violation of any federal, state, or local law or any lawful order, rule or regulation issued thereunder.
16. **Bidders must use bid form provided, give unit prices, extended totals, sign bid by authorized officer, partners, or owner, and include complete name, complete mailing address and telephone number of organization submitting bid. Bids shall be submitted in a sealed opaque envelope, clearly marked, "GASOLINE AND DIESEL FUEL."**

17. The bidder shall complete the bid in accordance with the specifications and conditions of bidding, including all documents to support his proposal and file with the Office of the City Manager, Hazelwood City Hall, 415 Elm Grove Lane; Hazelwood, Missouri no later than 1:30 p.m. May 20, 2019 at which time all bids will be opened publicly.
18. LATE BID INFORMATION: Any bid received by the City Manager after the stated opening time shall not be honored by the City. There will be **NO EXCEPTION**. Bidders shall be responsible for the actual delivery of the bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.
19. BID WITHDRAWAL OR MODIFICATION: Any bidder may withdraw or modify his bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid, and are received by the City prior to the scheduled closing time for receipt of bids, will be accepted. The bid when opened will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope which is plainly marked, **"MODIFICATION OF BID - GASOLINE AND DIESEL FUEL."** Oral or telephonic modifications or corrections will not be recognized or considered. Requests for modifications or corrections of bids cannot be submitted after the closing time for receipt of bids.
20. Failure to comply with any of the requirements, instructions, and conditions of bidding will disqualify the bidder.
21. **CERTIFICATE OF NON-COLLUSION**: The bidder must read, sign and have notarized the attached Non-Collusion Affidavit.

EXPECTED USAGE FOR ONE YEAR

Unleaded Gasoline	83,500 gallons
Diesel #2	25,000 gallons

BID FORM

**2019/2020 GASOLINE AND DIESEL FUEL
FOR MUNICIPAL VEHICLES**

BID OPENING DATE: Monday, May 20, 2019 at 1:30 p.m.

Mr. Matt Zimmerman
City Manager
City of Hazelwood
415 Elm Grove Lane
Hazelwood, MO 63042

Dear Mr. Zimmerman:

The undersigned hereby certifies that he has received and reviewed four (4) pages of specifications and requirements pertaining to this bid for the purchase of gasoline and diesel fuel for municipal vehicles, for one year in accordance with the attached specifications. **The company that is awarded the bid must submit a copy of the verifiable wholesale price at the time of delivery.** The bid is as listed below in the appropriate spaces.

	OPIS WHOLESALE PRICE (as of midnight, May, 19, 2019)	PROFIT AND DELIVERY	TOTAL
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Price per gallon –Unleaded Gasoline _____

Price per gallon – Diesel Fuel #2 _____

Bid submitted by:

Firm: _____

Address: _____

Telephone: _____

Name: _____

Title: _____

Signature: _____

Date: _____



CITY OF HAZELWOOD
NON-COLLUSION AFFIDAVIT

STATE OF MISSOURI)
) SS
County of St. Louis)

_____ being first duly sworn on oath deposes and states:

I. That in connection with this procurement:

- a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

II. The undersigned further states:

- a. he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above; or
- b. he is not the person on the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above.

III. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

FOR CORPORATIONS:

(Corporate Seals)

Name of Firm _____

- Please check:
- Corporation
 - Partnership or
 - Sole Proprietor

ATTEST TO SEAL:

Signature and Title of Bidder

SUBSCRIBED AND SWORN TO before me this

_____ day of _____, 20__

Notary Public