

LEGAL AD:

**Bid No. 2019-008
Petroleum Products FY 2020**

Sealed bids for the purchase of petroleum products for the fiscal year beginning July 1, 2019 and ending June 30, 2020, will be received by the City of Kodiak, 710 Mill Bay Road, Rm. #114, Kodiak, Alaska, 99615 until Thursday, June 6, 2019 by 3:00 p.m. Then publicly opened and read aloud. Bid forms and specifications are available in Rm. # 211 at the above address or at the City of Kodiak Website. www.city.kodiak.ak.us/rfps. The City reserves the right to waive any irregularities or to reject any and all bids. Minority/Women's Business Enterprise participation is encouraged.

May 6, 2019
Date of Invitation

City of Kodiak



Mike Tvenge, City Manager

ATTN: - Legal Ad Department –

Publish: May 6, 2019; May 23, 2019

Bill to: ATTN: City Manager
City of Kodiak
PO Box 1397
Kodiak AK 99615

Any questions regarding this ad, please contact Victoria Ellis at 486-8656 or Gena Diniega-Wandersee at 486-8060.



CITY OF KODIAK
POST OFFICE BOX 1397, KODIAK, ALASKA 99615

Finance
907-486-8656 Voice
907-486-8600 Fax

Cover Sheet Page 1 of 8

Invitation to Bid

(1) City of Kodiak reserves the right to accept or reject bids on any part or all items.

(2) Prices quoted must be FOB Kodiak, Alaska.

BIDS RECEIVED BY THE CITY MANAGER'S OFFICE AFTER TIME/ DATE SPECIFIED FOR THE OPENING OF BIDS, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

PLEASE RETURN THIS INVITATION TO BID BY THE DATE AND TIME SHOWN BELOW OR BID WILL BE REJECTED

DATE OF INVITATION	TIME AND DATE OF OPENING	Bid No.
May 6, 2019	3:00 P.M. June 6, 2019	2019-008

**Bid No. 2019-008
Petroleum Products FY 2020**

The City of Kodiak is accepting sealed bids at the time and place specified providing the following, petroleum products for the fiscal year beginning July 1, 2019 and ending June 30, 2020 as set forth in the attached specifications, general requirements, and general information. With exception of the Boat Harbor vessels' fuel, the products must be delivered on the automatic keep-full basis to the locations described in the attached specifications.

Bids will be opened in the City Conference Rm. #116, 710 Mill Bay Road, Kodiak, Alaska.

Section I – BID SPECIFICATIONS**DIESEL FUEL No. 2****ESTIMATE
(in gallons)**

Fire Hall Generator: 219 Lower Mill Bay Rd. Lift Station #1B: Mill Bay Beach Lift Station #2B: Spruce Cape Rd. Lift Station #4: Fr. Herman St. Lift Station #5: Metrokin Way Monashka Pump Station: Monashka Bay Rd. Pillar Creek Pump Station: 1720 Pillar Creek Public Works Equipment Tank: 2410 Mill Bay Rd. UV Building Generator: 909 Pillar Mtn. Rd.	30,000 gal
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GASOLINE – UNLEADED

Public Works Equipment Tank	40,000 gal.
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HEATING FUEL No. 1 (FURNACE OIL)

If needed for blending purposes for cold weather conditions

HEATING FUEL No. 2 (FURNACE OIL)

Baranof Park Ice Rink: 1222 Chichenoff St. Baranof Park Office Bldg: 1222 Chichenoff St. Baranov Museum: 101 Marine Way Barn: 614 Egan Way Kodiak Fire Dept.: 219 Lower Mill Bay Rd. Kodiak Police Dept.: 2160 Mill Bay Rd. Kodiak Public Library: 612 Egan Way Park & Rec Teen Center: 410 Cedar St. Public Works Bldg: 2410 Mill Bay Rd. St. Herman Harbormaster Bldg: Dog Bay Rd. St. Paul Harbormaster Bldg: 403 Marine Way Waste Water Treatment Plant: 2853 Spruce Cape Rd. (2)	90,000 gal.
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SECTION II – GENERAL REQUIREMENTS:

1. Bids shall be submitted on the "Bid Form" provided and must be manually signed by an authorized representative.
2. In order to ensure consideration, bids must be submitted in a sealed envelope, identified with the name "Bid No. 2019-008", time and date of opening, and addressed as follows:

Mike Tvenge, City Manager
 City of Kodiak
 710 Mill Bay Road, Rm. #114
 Kodiak AK 99615

Bid No. 2019-008
 3:00 p.m., June 6, 2019

No responsibility will attach to any officer for the premature opening of, or the failure to open, a bid improperly addressed and identified.

3. Bid submittals must include the following:
 Completed bid form pages 7 and 8, including copy of current State of Alaska Business License, Certificates of liability insurance are required prior to start of this contract.
4. Inquiries or requests for information pertaining to these specifications should be directed to Craig Walton, Public Works Director, (907) 486-8060.

SECTION III – GENERAL INFORMATION:

Processing of bids – Kodiak City Code Section 3.12.050 states: Notwithstanding other provisions of this chapter relating to the award after competitive bid for purchases, sales, and contracts, the city may:

- (a) Reject any defective or non-responsive bids;
- (b) Waive any irregularities in any and all bids;
- (c) Reject all bids;
- (d) Negotiate with two or more of the lowest bidders, if bid prices are in excess of the money available or authorized, for a reduction in the scope, quality, or quantity of the purchase, service, or contract;

- (e) Re-advertise for bids with or without making changes in the plans or specifications.

Local bid preference – Kodiak City Code Section 3.12.060 states, in part:

- (a) Notwithstanding section 3.12.040, the council shall direct an award of a contract for the purchase of personal property or services or for the construction, repair, or improvement of city facilities after competitive bidding to a local bidder who is also a responsible bidder, if that bid does not exceed the otherwise lowest responsible bid by more than ten (10) percent or \$30,000, whichever is less.
- (b) For the purposes of this section "local bidder" shall mean a responsible bidder who had, at the time of the bid award, maintained a business office or store within the Borough of Kodiak Island, which was open for business on a substantially full-time basis and staffed by at least one full-time employee for at least one year.

Lowest responsible bidder – The bid may be awarded to the lowest responsible bidder. Kodiak City Code Section 3.12.080 states: In determining the lowest responsible bidder factors to be considered shall include, but not necessarily be limited to the following criteria:

- (a) The ability, capacity, and skill of the bidder to perform the contract;
- (b) Whether the bidder can perform the contract within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts;
- (e) The previous and existing compliance by the bidder with laws and ordinances related to the contract;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract; and
- (g) Litigation by the bidder on previous orders or contracts with the city.

SECTION IV: Conditions

Bidders are advised to become familiar with **ALL** conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.

SECTION V: Bid Price

(a) Price quotation shall be submitted on the bid form enclosed. The bid must be quoted at delivered price per gallon. Adjustments to local market price posted shall be provided in writing to the City, by facsimile or email.

(b) All prices of the bid shall be delivered price. Delivery to any of the identified City Facilities shall be without additional charge.

(c) The City is exempt from retailers' occupation and sales taxes as provided by the State legislature. The City is also exempt from Federal excise tax. The City will file the proper Federal Excise and State of Alaska Motor Fuel Tax Exemption Certificates.

SECTION VI: Delivery

The Contractor will be required to maintain a "keep-full" supply of gasoline and fuel oil in the City storage tanks at all times. Diesel and gasoline may be acquired from the Contractor's holding facility if needed.

SECTION VII: Discounts

Cash discounts shall be considered in the evaluation of the bids. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

SECTION VIII: Termination of the Contract

The obligation to provide services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

SECTION IX: Indemnification

The Contractor agrees to indemnify, hold the City harmless, and defend the City from any claims or liabilities resulting from the Contractor's work and/or workmanship. The Contractor must furnish the City certificates of insurance attesting to the Contractor's possession of such insurance. The City will execute the Contract upon, and not before, the receipt of these certificates of insurance, including general liability insurance limits of three million dollars (\$3,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate and including automobile liability insurance limits of \$1,000,000.00 combined single limit. This liability insurance policy shall remain in effect during the life of this contract.

SECTION X: Notice of Minimum Workers' Compensation Insurance

(a) Pursuant to the provisions of AS 23.30.045, Alaska Workers' Compensation Act, no contract may be awarded by the City unless a Contractor has submitted to the City proof, furnished by the carrier, of current coverage by workers' compensation insurance from an insurance company or association authorized to transact the business of workers' compensation insurance in the State of Alaska or proof of self-insurance or non applicability. The Contractor shall keep this workers' compensation insurance policy in effect during the life of the contract.

(b) When the City receives notice that the Contractor's workers' compensation insurance policy or general liability insurance has expired or terminated without being replaced by a comparable policy, the City will terminate the contract with the Contractor. This sub-section does not limit the cause of action or remedies which the State or the City may have against the Contractor.

SECTION XI: Responsibilities of Contractor for Damages and Compliance with Laws

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at the Contractor's expense, such property to condition similar or equal to that existing before such damage or injury, all in an acceptable manner approved by the City.

SECTION XII: Standards

Unless otherwise directed by the specifications, all materials and services provided will meet standards or requirements that would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws will be obeyed in connection with this quotation. Failure to comply with these bid specifications, either before or after the bid award, shall invalidate the sales agreement.

SECTION XIII: Inspections

The City shall have the right to inspect any material specified herein. Equipment supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any material rejected shall be removed from the premises of the City at the expense of the vendor.

SECTION XIV: Additional

The manufacturer of the proposed materials or equipment may be required to clarify their bid or acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal before the award of the bid.

Bid Award. It is anticipated that bid results will be presented to the City Council for action at its regular scheduled meeting of June 13, 2019

BID FORM

TO: Mike Tvenge, City Manager
 City of Kodiak
 710 Mill Bay Road, Rm. #114
 Kodiak AK 99615

Any alternates to the published bid specifications must be listed by item.

In compliance with your Invitation to bid for Bid No. 2019-008 for Petroleum Products FY 2020 dated May 6th, 2019, the undersigned hereby proposes to provide the following:

Item	Bid amount
1. Ultra Low Sulphur Diesel Fuel No. 2 – Estimated 30,000 gallons delivered to: Fire Hall Generator, Lift Station #1B Mill Bay, Lift Station #2B Spruce Cape, Lift Station #4 Fr. Herman, Lift Station #5 Metrokin, Monashka Pump Station, Pillar Creek Pump Station, Public Works Equipment Tank & UV Bldg Generator	\$ _____ (per gallon)
2. Unleaded Gasoline – Estimated 40,000 gallons delivered to: Public Works Equipment Tank	\$ _____ (per gallon)
3. Heating Fuel No. 2 – Estimated 90,000 gallons delivered to Barn, Kodiak Police Dept. Bldg, Kodiak Fire Dept, Public Works, Baranof Park Office Bldg, Baranof Museum, Teen Center, Kodiak Public Library, St. Paul Harbormaster Bldg, St. Herman Harbormaster Bldg, Wastewater Treatment Plant, Baranof Park Ice-Rink.	\$ _____ (per gallon)
4. Heating Fuel No. 1 – This will be needed for blending purposes For cold weather conditions, and will be awarded to the vendor who is selected to provide heating fuel products.	\$ _____ (per gallon)

The bid will be awarded on an individual basis for each of the above items.

Copy of current Business License Enclosed.

Bid price valid for _____ days.

Terms _____

Submitted by:

Signature Business Name

Title Address

Telephone City, State, Zip

Dated: _____