

COUNCIL MEETING AGENDA REQUEST FORM

COUNCIL MEETING DATE: NOVEMBER 26, 2019

SUBJECT/REASON FOR AGENDA ITEM: _____

Temporarily Alcohol Permit Waiver | Open Container Law Waiver

Other: _____

Please be specific about the reason to be on the agenda.

A resolution to reject all proposals for RFP 20-11 for bulk fuel at the City's 190 Maintenance Facility.

Requested By: Purchasing
NAME: Jana Thurman
ADDRESS: _____
PHONE # _____ CELL PHONE: _____
EMAIL: _____ FAX: _____

Please note that the Hammond City Council meets the First and Third Tuesday of the Month at 5:30pm, 312 East Charles Street, Hammond, LA 70401, All requests have to be submitted to the City Council Clerk by the Wednesday prior of the meeting no later than 4:30pm, All requests can be submitted electronically to banks_tm@hammond.org or fax (985) 277-5611. If you have any questions please call (985) 277-5610

BELOW TO BE FILLED OUT BY COUNCIL CLERK

DATE RECEIVED: _____ TIME RECEIVED: _____

Council Clerk: Tonia Banks Agenda Item Number _____

Approved: _____ (Yes) _____ (No)

Remarks: _____

Carlee Gonzales
Council President

Tonia Banks

Date

**RFP 20-11
BULK FUEL FOR VEHICLES AND EQUIPMENT
CITY OF HAMMOND
COST TABULATION**

**November 5, 2019
10:00 a. m.**

Received (4) Four bids:

Company Name	Gasoline Regular Unleaded 87% Octane Per Gallon	Highway Diesel Per Gallon	Off – Road Diesel Per Gallon	Optional Fleet Card System Software	Monthly Service	Optional Purchase 500 Gallon Skid Tank FOB Del.
Siarc , Inc. Oil and Fuel*	\$0.25	\$0.25	\$0.25	\$0.00	\$150.00	\$0.00*
Lavigne Oil Company **	\$.109	\$.109	\$.109	N/A	N/A	\$0.00**
Lard Oil Company of Denham Springs***	\$0.15	\$0.15	\$0.15	\$0.00	\$700.00	\$500.00***
Roland J. Robert Distributor, Inc.****	\$0.15	\$0.15	\$0.15	\$7,500.00	\$0.00	\$4,439.13

***They will purchase/replace/ 500 gallon tank.**

****They will loan the city a 500 gallon tank**

*****City to purchase current tank**

******No copy of Addendum proposal non-responsive**

Bids were due in by 10:00 a.m. Tuesday, November 5, 2019

Present at bid:

Jana Thurman, Purchasing Manager

Krystle Noto, Assistant Purchasing Manager

Robert Morgan, Director of Streets

Michael Dougay, Lard Oil of Denham Springs



**City Of Hammond
Purchasing Department**

RFP # 20-11

Bulk Fuel for Vehicles & Equipment

**Sealed Proposals Shall Be Received by the Purchasing Department,
City of Hammond
310 East Charles Street
P.O. Box 2788
Hammond, Louisiana 70404-2788**

**Until
10:00 A.M. October 29, 2019**

At Which Time All Proposals Will Be Read Aloud

**Advertisement in the Daily Star, to be published Three (3) Times
October 2, 9 and 16, 2019**

Please contact Robert Morgan at 985-969-1636 with all questions.

**For Additional Information or Questions, Contact:
Jana Thurman-Purchasing Manager- thurman_jc@hammond.org
(985)-277-5633**

This is the Proposal of:

Date: _____

Company: _____

Section 3 Business/WBE/SBE/MBE/DBE: _____

Address: _____

City: _____ **State:** _____ **ZIP Code:** _____

Person to Contact: _____

Phone: _____ **Fax:** _____

Email: _____

Your Proposal is important to us.

However, should you choose NOT to submit a Proposal for this project, the City would still ask you to complete this sheet and indicate "No Proposal". This shall NOT affect your participation in future RFPs, but only serve as a means of verifying you received notification of this RFP.

Section 3 Business/WBE/SBE/MBE/DBE

The City encourages Proposals from Section 3 businesses, Woman Business Enterprises, Minority Business Enterprises, Small Business Enterprises, and other potentially Disadvantaged Business Enterprises. If your company is one of these types of businesses, please indicate "Section 3," "WBE," "SBE," "MBE," or "DBE" in the space provided above.

Nondiscrimination Requirements

By submitting and signing this Proposal, the Proposer agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246 as amended; and the Americans with Disabilities Act of 1990. The Proposer also agrees to keep informed of and comply with all federal, State, and local laws, ordinances, and regulations which affect the Proposer's employees or prospective employees.

Scope:

The Following specifications outline the required criteria for Vehicle and Equipment Fuel purchases, in bulk quantities. All orders will be placed on an “as needed” basis only; no quantities are guaranteed. An estimated average of **1400** Gallons of Highway Diesel fuel per month; an estimated average of **3200** Gallons Unleaded gasoline and an estimated average of **100** Gallons of Off Road Diesel per month. Usage fluctuates depending on the season. The above usage estimates are strictly monthly averages. Prospective bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items as stated.

Fuel Specifications**Gasoline**

Regular Unleaded Gasoline shall be 87% Octane
Only Non-Ethanol Unbranded Fuel will be accepted

Highway Diesel

Ultra-Low Sulfur Diesel (ULSD) only as mandated by EPA 40 CFR 80 and 86

Off - Road Diesel

Ultra-Low Sulfur Diesel (ULSD) Dyed Off-Road

Optional Software/Fleet Card System

Provide/Install Software and Fleet card system that will provide electronic data by unit and employee equivalent to current system. Tank monitors to track fuel levels. Include information on fleet cards and the capability to be used at Fueling stations in case of emergency.

Option to Purchase

500 Gallon Fuel Skid Tank Double wall.

If you would like a site visit please contact Robert Morgan @ 985-969-1636



Special Note

Order Placement

The City Department placing the order shall notify the successful bidder as to the required fuel type and amount for that particular order. The successful bidder shall acquire certified terminal pricing statements for the day the order is being requested, from all three terminals listed on the price page of their submitted proposal. The successful bidder shall email the certified terminal pricing statement to the City Accounting Department.

Contract Term:

The term of this contract shall be for twelve (12) months. At the option of the City of Hammond and acceptance by the supplier, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Contract not to exceed thirty-six (36) months.

Non-Delivery:

In the event a successful Proposer is unable to furnish and/or refuses to make delivery of materials when requested to do so, the City reserves the right to obtain materials/services elsewhere.

Instructions to proposers

PROPOSERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTION AS EARLY AS POSSIBLE DURING THE SUBMITTAL PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED TO THE PURCHASING MANAGER DURING THE PROPOSAL PERIOD AND SHALL BECOME PART OF YOUR PROPOSAL PACKAGE. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE PROPOSERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE PROPOSALS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO THE SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER PROPOSALS ARE OPENED.

RFP Packages are mailed only as a courtesy. The City of Hammond does not assume responsibility for proposers to receive RFP packages. Proposers should rely on advertisements in the local newspaper, City Website, and personally pick up RFP packages with specifications. Full information may be obtained, or questions answered, by contacting the Purchasing Department, Hammond City Hall Complex, 310 East Charles Street.

These specifications are written in a manner to invite open competition. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive unless the RFP states that only the brand name will be considered for reasons of compatibility, etc.

The RFP number, Proposers name, address, Louisiana Contractor License number and RFP opening date shall be clearly printed or typed on the outside of the Proposal envelope, if mailed. Only one (1) proposal shall be accepted from each proposer. Alternates shall not be accepted unless specifically requested in the RFP specifications. Proposals can be delivered, faxed, emailed or mailed.

The method of delivery of proposals is the responsibility of the proposer. All proposals shall be received by the Purchasing Department, Hammond City Hall Complex, 310 East Charles Street Hammond, Louisiana on or before the specified RFP opening date and time.

Normally, bid bonds will not be required on bids for materials, supplies, annual contracts or small labor contracts. If a bid bond is required, it will be specifically requested on the RFP form and included in the specifications.

Proposals shall be accepted only on the RFP forms furnished by the City of Hammond Purchasing Department. The City of Hammond shall only accept proposals from those proposers in whose name the RFP forms and or specifications were issued. Altered or incomplete proposals forms, or use of substitute forms or documents, shall render the proposal non-responsive and subject to rejection. The entire RFP package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Department as THE RFP.

All proposals must be typed or written in **BLUE/BLACK INK**. Any erasures, strikeover and/or changes to prices shall be initialed by the proposer. Failure to initial shall be cause for rejection of the proposal as non-responsive.

All proposals shall be signed. Failure to do so shall cause the proposal to be rejected as non-responsive.

Where one (1) or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Manager after study and review, reserves the right to determine the acceptability of any equivalent offered. The decision, after study and review, shall be final and binding.

If proposing "equivalent" products, specifications, illustrative literature and any deviations shall be submitted with proposal. Representative samples shall be submitted upon request, if appropriate.

Liability:

The Contractor at all times during the term of the contract shall maintain and pay for property damage and public liability insurance with limits of at least (\$1,000,000.00) one million dollars inclusive of bodily injury and property damage for any one occurrence.

Prior to commencing work under this contract the Contractor must file with the City a "certificate of insurance" meeting aforementioned requirements with the City of Hammond named insured by added endorsement. All premiums and expense incurred with this insurance shall be paid for by the Contractor.

The Contractor shall assume the defense of and indemnify and save harmless the City and its Officers and Agents from all claims relating to work.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the execution of the work, or any operations, or caused by reason of existence or location or condition of facilities or of any materials, supplies, or machinery used thereon or therein, or neglect or omission on his part, or all of the several acts or things required to be done by them, under and by these conditions, and covenants, and agrees to hold the City harmless and indemnified for all such damages and claims for damages.

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, all attorney fees, and judgments of every nature and description made, brought or recovered against the City by reason of any act or omission of the Contractor, his agents or employees, in the execution of his work.

Worker's Compensation:

The Contractor shall, at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Worker's Compensation Act. The Contractor shall, at the time of entering into a Contract with the City, provide satisfactory proof that all assessments or compensation payable to the Worker's Compensation Board have been paid and the City may, at any time during the performance or upon the completion of such Contract require a further declaration such Contract require a further declaration that such assessments or compensations have been paid.

As a qualified proposer for the project, I have carefully examined all of the RFP Documents and have examined the conditions and specifications of the work to be done, and I hereby propose to furnish all labor, materials, equipment, tools, etc., as called for by the RFP specifications.

I hereby acknowledge that I have received the following Addenda and they are reflected as part of this proposal.

List by date and Addendum number _____

I certify that I am duly licensed in Louisiana to perform the work. Louisiana License # _____

Proposal Amount

Gasoline

Regular unleaded gasoline shall be 87% Octane

<u>Terminal Name & Location</u>	<u>Delivery Cost per Gallon Over Terminal Cost (OTC)</u>
Terminal Name: _____	\$_____/Cents per Gallon OTC
Terminal Location _____	
Terminal Name: _____	\$_____/Cents per Gallon OTC
Terminal Location _____	
Terminal Name: _____	\$_____/Cents per Gallon OTC
Terminal Location _____	

Total Average Cost of the OTC for the Three (3) Terminals listed above: \$_____/Cents per Gallon OTC

(Terminal 1, 2 and 3 Total, Divided by 3 = Average Cents per Gallon OTC)

Highway Diesel (ULSD)

<u>Terminal Name & Location</u>	<u>Delivery Cost per Gallon Over Terminal Cost (OTC)</u>
Terminal Name: _____	\$_____/Cents per Gallon OTC
Terminal Location _____	
Terminal Name: _____	\$_____/Cents per Gallon OTC
Terminal Location _____	
Terminal Name: _____	\$_____/Cents per Gallon OTC
Terminal Location _____	

Total Average Cost of the OTC for the Three (3) Terminals listed above: \$_____/Cents per Gallon OTC

(Terminal 1, 2 and 3 Total, Divided by 3 = Average Cents per Gallon OTC)

Off - Road Diesel**Terminal Name & Location****Delivery Cost per Gallon
Over Terminal Cost (OTC)**

Terminal Name: _____ \$ _____/Cents per Gallon OTC

Terminal Location _____

Terminal Name: _____ \$ _____/Cents per Gallon OTC

Terminal Location _____

Terminal Name: _____ \$ _____/Cents per Gallon OTC

Terminal Location _____

Total Average Cost of the OTC for the Three (3) Terminals listed above: \$ _____/Cents per
Gallon OTC

(Terminal 1, 2 and 3 Total, Divided by 3 = Average Cents per Gallon OTC)

Optional Software/Fleet Card System

Total Installation \$ _____

Monthly Service (if applicable) \$ _____

Optional Purchase 500 Gallon skid tank FOB Delivery

Total Cost \$ _____

Bid Award

Bid award shall be made to the bidder offering the lowest Over Terminal Cost (OTC) average for each bid item or the bidder with the lowest total of all bid items; whichever is most beneficial for The City of Hammond. The City of Hammond reserves the right to award services to multiple vendors.

The above signature on this sealed Proposal certifies that proposer has carefully examined the instructions to proposers, terms and specifications applicable to and made a part of this sealed Proposal Package. Proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this RFP.

Signature of Bidder_____
Vendor Name