

**REQUEST FOR PROPOSAL
RFP# - FIN – 10-02**

**GASOLINE AND DIESEL FUEL
OFFSITE REFUELING STATION(S)**

Due no later than 3:00 p.m. November 12, 2010 at
City Clerk's Office
City Hall Building
827 N. Main St.
Cottonwood, Arizona 86326

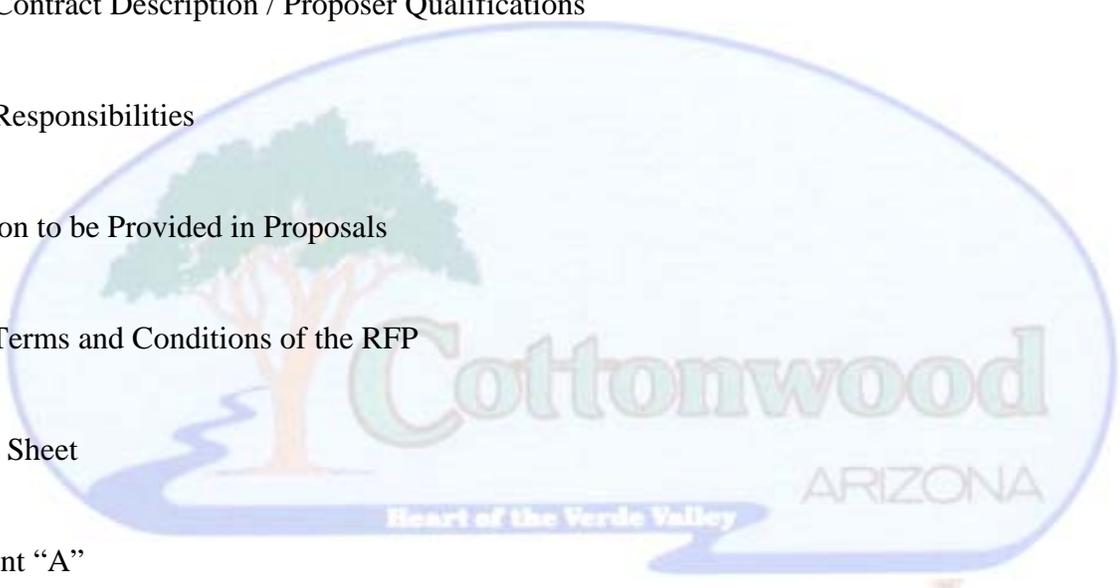


For inquiries please contact:
Jesus "Rudy" Rodriguez, C.G.F.M.
Administrative Services General Manager
City of Cottonwood
816 N. Main St.
Cottonwood, Arizona 86326
(928) 634-0060 X 202

October 27, 2010

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PUBLIC NOTICE

The City of Cottonwood, Arizona, is soliciting Request for Proposals (RFP) for Gasoline and Ultra Low Sulfur Diesel (ULSD) Fuel Offsite Refueling Station(s). Proposals must be submitted to the City Clerk's Office at 827 North Main Street, Cottonwood, Arizona no later than 3:00 p.m. Friday November 12, 2010. Proposals will be publicly opened and read at the Cottonwood Finance & Human Resources Building, 816 North Main Street, Cottonwood, Arizona.

RFP specifications are on file with the City Clerk and are available for public inspection. RFP documents may be obtained upon request or viewed on the City's website at <http://www.cottonwoodaz.gov>. For questions, contact Jesus "Rudy" Rodriguez, Administrative Services General Manager, at (928) 634-0060 ext. 202.

The City of Cottonwood reserves the right to reject any and all proposals, and/or waive any informality in the proposals as deemed in the best interest of the City.

Marianne Jiménez
City Clerk

Publish: Verde Independent, October 31 & November 7, 2010

The City of Cottonwood (City) hereby solicits qualified and interested firms (Proposer) to submit proposals and statements of qualifications for providing all supervision, labor, services, equipment, materials, and any assistance necessary to provide the City with Gasoline, and No. 2 Ultra Low Sulfur Diesel (ULSD) Fuel at one or more Offsite Gasoline and Diesel Refueling Station (Services). The intent of the City is to contract with a single company to provide all services as listed herein; however, the right is reserved by the City to award in part, in whole, or in any combination which, in the sole opinion of the City, is determined to be in the best interest of the City.

As described herein, the Services will consist of the Proposer providing 24-hour self-service gasoline and diesel refueling station(s) at strategic locations throughout the City.

1. **GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

1.1 Submittals, in **ten (10)** copies, marked "**Gasoline and Diesel Fuel Offsite Refueling Station(s)**" will be received no later than **3:00 P.M.**, Local Time Prevailing, on November 12, 2010, at the:

City Clerk's Office
827 North Main Street
Cottonwood, Arizona 86326

- 1.2 Should you decide to utilize an express delivery service, please note that we are located at the same address above. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with **RFP Fuel Bid** and proposal subject, "**Gasoline and Diesel Fuel Offsite Refueling Station(s).**"
- 1.4 Please initial each page at the location indicated at the bottom. Failure to do so may deem the proposal to be unresponsive.
- 1.5 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the Proposer to ensure that their proposals are stamped by City Clerk personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. However, nothing in this RFP precludes the City from requesting additional information at any time during the procurement process.
- 1.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Finance Department at (928) 634-0060, three working days prior to need.
- 1.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Cottonwood reserves the right to award in part or in whole or to reject any or all proposals.

- 1.8 Any proposal submitted **MUST** include the Signature Sheet, which has been signed by an individual authorized to bind the Proposer. All proposals submitted without such signature may be deemed non-responsive.
- 1.9 RFP Process: Proposers are to submit written proposals, which present the Proposer's qualifications and understanding of the work to be performed. The Proposer's proposal should be prepared simply and economically and should provide all the information, which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, Proposers should limit their response to 10 single sided typed pages.**
- 1.10 Minority Bidders: The City of Cottonwood encourages all businesses, including minority-owned and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals.

2. **SELECTED TERMS AND CONDITIONS OF THE CONTRACT**

- 2.1 **Non-Appropriations:** The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Cottonwood City Council and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.2 **Contract Termination:** This contract may be terminated by either party, without cause, upon sixty (60) days written notice. In the event of termination by the City, with or without cause, there shall be no penalty and the Proposer shall not be entitled to damages. The Proposer shall only be entitled to any outstanding payment in accordance with the Contract.
- 2.3 **Right To Audit:** Proposer's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Proposer. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the City shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the City to Proposer pursuant to this contract.

The City shall have access to Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City shall give Proposer reasonable advance notice of intended audits.

Proposer shall require all sub contractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Proposer and payee. Failure to obtain such written contracts, which

include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to Proposer pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Proposer to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be paid by Proposer.

- 2.4 **Insurance:** Before commencing the work, and as a condition precedent to payment for the work, the Proposer must provide the City with a copy of Commercial General Liability Certificate of Insurance in the minimal amount of \$1,000,000 combined single limit for bodily injury and property damage per occurrence, with a \$2,000,000 aggregate. Coverage must include broad form contractual, broad form property damage and personal injury, premises operation, and independent contractors and subcontractors coverage. Plus, there must be attached, a copy of the Certificate of Insurance on Auto Liability for all owned, non-owned and hired vehicles in the amount of \$1,000,000 combined single limit for bodily injury and property damage per occurrence, with a \$2,000,000 aggregate.

Inclusive of this requirement are fire and extended casualty coverage for all improvements, equipment and fixtures of the Property, in an amount not less than the full replacement value thereof, to the extent such coverage is available.

Product liability coverage shall be maintained in the amount of \$100,000.00 with Worker's Compensation and employer's liability coverage in the amount required by law.

The Proposer and any subcontractors shall obtain and maintain the Insurance as specified at its expense for the duration of its work. The policies evidencing required Insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the City and in no event less than thirty (30) days after written notice thereof to the City. The Proposer agrees to insert the substance of this clause, including this paragraph, in all subcontracts.

- 2.5 **Indemnification:** The Proposer shall, and hereby expressly agrees, to hold harmless and indemnify the City, all its officers, employees, agents, and representatives, against all losses, claims, actions, judgments, and all liability for injuries to persons, including wrongful death, damage to property, or both, occurring during or in consequence of the performance of this contract. Where such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Proposer, Proposer's employees, subcontractors, or agents of the Proposer.
- 2.6 **Term:** The contract will commence on January 1, 2011, for a three-year period ending December 31, 2013. The City reserves the right to terminate the contract pursuant to Section 2.2 above.

3. **SCOPE OF SERVICES**

3.1 **Gasoline and No. 2 Ultra Low Sulfur Diesel (ULSD).** The Proposer will furnish gasoline and No. 2 Ultra Low Sulfur Diesel fuel to the City of Cottonwood as described below.

3.1.1 The gasoline will be reformulated unleaded 87-octane regular gasoline and shall comply with most recent American Society for Testing and Materials “ASTM” D4814 or latest edition standard specifications for automotive gasoline. The anti knock index (RON + MON/2) must be in compliance with ASTM D4814 or latest edition as it relates to unleaded regular gasoline. **THE MINIMUM ANTI-KNOCK OCTANE FOR REFORMULATED UNLEADED REGULAR GASOLINE SHALL BE 87.**

3.1.2 The diesel fuel shall be all purpose ultra low sulfur diesel (ULSD) fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, *Grade No. 1-D S15*—A special-purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 45. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel delivered. Please refer to ASTM D-976, latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted.

3.2 **Gasoline and Diesel refueling station(s).** The Proposer shall furnish gasoline and diesel refueling station(s) at strategic locations throughout the City for refueling of City fleet vehicles and heavy equipment.

3.2.1 The Proposer shall provide refueling station(s) that are operational and open 24 hours a day, seven (7) days per week. If only one station is available, the Proposer shall provide options for providing refueling services meeting all the RFP requirements.

3.2.2 The refueling station(s) must be accessible to all City fleet vehicles and heavy equipment.

3.2.3 The refueling station(s) shall provide product that meets these basic requirements:

- A. Regular unleaded gasoline with a minimum anti-knock octane rating of 87.
- B. Diesel fuel with cetane rating range of 40 to 45 with no cetane enriching additives.

3.2.4 For refueling station(s), the Proposer shall provide a fuel card/fleet card method of payment. The card must identify the following information: vehicle number, mileage, type of product, unit cost, amount of fuel dispensed, and extended cost.

3.3 **Pricing:** All references within the price proposal to a firm discount and/or a firm differential shall remain firm for the duration of any resulting contract. However, a Proposer offering

either method shall still maintain his pricing based on the posted price of his selected producing refiner(s).

- 3.3.1 Price offered shall be based as of the date of January 1, 2011.
- 3.3.2 The Proposers are to use for posting prices a terminal pipe operator doing business in Arizona or refinery postings in Phoenix, Arizona. Prices will escalate or decrease off changes on average weekly product prices for both gasoline and No. 2 ultra low sulfur diesel fuel per Oil Price Information Services (OPIS) for Phoenix, Arizona.
- 3.3.3 Price notification: The Proposer shall, on a weekly basis, notify the City of the delivered price. Attached to each change notification will be a photocopy of the OPIS price sheet for the current week.
- 3.3.4 **As the City is not tax exempt; the Proposer shall include applicable taxes prior to issuing any invoices for product to the City.**
- 3.4 **Invoicing:** Invoices must be provided to the user at the time of fueling. Invoices must include at minimum the department , vehicle number, mileage (as provided by the user), type of product, unit cost, amount of fuel dispensed, and extended cost.
- 3.5 **Statements:** Monthly statements must be forwarded to the following address properly itemized as to the department, vehicle number, type of fuel, number of gallons, price per gallon, tax applicable, and/or point of refueling: City of Cottonwood Accounts Payable, 816 North Main Street, Cottonwood, AZ 86326
- 4.0 **PROJECT / CONTRACT DESCRIPTION / PROPOSER QUALIFICATIONS**
- 4.1 Term of Contract: Any resulting contract shall become effective January 1, 2011 upon approval from the City Council and shall be in effect for a period not to exceed three (3) years. The right is reserved to terminate the contract with a 30 day written notice as deemed to be in the best interest of the City.
- 4.2 The Proposer shall be an independent, duly licensed and/or certified Proposer and possess the staff, experience, equipment and abilities to successfully provide all needed services. The Proposer, and all employees and agents of the Proposer, shall fully comply with all City, state, and federal laws and/or mandates applicable to the services to be furnished.
- 4.3 Insurance specifications: The Proposer shall carry and maintain insurance in the limits and with all requirements listed below:

The Proposer shall carry Commercial General Liability Insurance in the amount specified below, including the contractual liability assumed by the Proposer, and shall deliver Certificate of Insurance from carriers acceptable to the Localities specifying such limits, with the City of Cottonwood named as an additional insured. In addition, the insurer shall agree to give thirty (30) days notice of its decision to cancel coverage.

1. Workmen's Compensation and Employer's Liability:

Limits of Liability: Coverage must be in accordance with the laws of The State of Arizona in which the service is to be performed, but the employer's liability limits of at least \$100,000 each occurrence.

2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage:

<u>Limits of Liability:</u>	Single Limit:	\$1,000,000 each occurrence
	Aggregate	\$2,000,000

3. Comprehensive General Liability (CGL):

<u>Limits of Liability:</u>	Single Limit:	\$1,000,000 each occurrence
Bodily Injury or Death	Aggregate	\$2,000,000

Contractual Liability covers the following indemnity agreement:

The Proposer shall indemnify and hold harmless the City against and from all liability, claims, damages and costs, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the service and the performance of the work under this contract.

5. **LOCALITY RESPONSIBILITIES**

5.1 The City shall:

1. Provide to Proposer all information in possession of the City which relates to the City's requirements for the services or which is relevant to the contract.
2. Examine all reports, analysis, studies, tests, results, proposals and any other documents presented by the Proposer.
3. Designate a person to act as the City's representative with respect to the services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define locality policy and decisions pertaining to Proposer's services.

6. **INFORMATION TO BE PROVIDED IN PROPOSALS**

6.1 As part of the proposal, each respondent must include the following. Each respondent shall structure their proposal response so that it contains individual tabs/sections detailing their company policies and practices pertaining to the following areas.

1. Specific qualifications, abilities, capabilities of the respondent to successfully provide all services and products needed for the Service and administer to this contract in a timely and professional manner. This should include: years in business, total number of full time employees, locations for refueling sites.
2. Discuss your fleet refueling management and operations capability. (Fleet card operation)
3. Discuss your experience with similar contracts, preferably contracts with other local governmental entities.
4. Cost proposal. The format for proposing price for product at offsite refueling station(s) shall be at the option of the Proposer as long as a gas card/fuel card/fleet card system is offered.

7. **SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

7.1 **EVALUATION CRITERIA**

7.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Proposers to be considered for interviews and/or potential negotiations. Proposers are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Experience/qualifications of Proposer. Proposer's proposed staff, experience with contracts for services similar in scope. (15 points)
2. Capabilities, features, etc., of the proposed services and the degree to which the proposed Service meets the needs of the City. The Proposer's understanding of the scope of services and its approach to providing the Services. (10 points)
3. Proposer's proposal for furnishing convenient strategically placed off-site refueling station(s) to include a fleet/credit/gas card system that meets the needs of the City. (15 points)
4. Overall quality of response. (services, goods, professional reputation, etc.) (10 points)
5. References of only similar contracts. The Proposer must have a demonstrated history of reliable and dependable service as evidenced by third party references. (10 points)
6. Cost. (40 points)

7.2 SELECTION PROCEDURE

- 7.2.1 Selection shall be made on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. The City shall select the Proposer who, in its opinion, has made the best proposal and award the contract to that Proposer upon approval by the City Council.

7.3 REFERENCES

- 7.3.1 All Proposers shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- 7.3.2 References may or may not be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked short-listed Proposer or Proposers are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by a Proposer.

7.4 BASIS FOR AWARD

- 7.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the City, shall be utilized in the final award.

7.5 NO CONTACT POLICY

- 7.5.1 After the date and time established for receipt of proposals by the City, any contact **initiated by any Proposer** with any City representative, other than the Finance Department representative listed herein, concerning this request for proposals is prohibited. Any such **unauthorized contact may cause the disqualification** of the Proposer from this procurement transaction.

7.6 FURTHER INFORMATION

- 7.6.1 Any questions which arise as a result of this Request for Proposal may be addressed to Jesus "Rudy" Rodriguez, CGFM, Administrative Services General Manager, (928) 634-0060, ext. 202 or by Internet E-mail to rrodriguez@cottonwoodaz.gov.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Cottonwood, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Cottonwood, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Cottonwood.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Remit to Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ **Fax No.:** (____) _____

E-mail

Date: _____

To receive consideration for award, this signature sheet must be returned to the City Clerk as part of your response.

**ATTACHMENT A
COTTONWOOD CITY
FUEL REQUIREMENTS**

Item	Type of fuel	Estimated Annual Gallons
1	Regular Unleaded	20,000
2	No. 2 Ultra Low Sulfur Diesel (ULSD)	9,200
	Total Estimate Annual Fuel Usage	29,200

