

GASOLINE  
BIDS  
TO BE  
OPENED  
JUNE 12, 2018  
10:15 A.M.

CITY OF WESTLAKE  
COUNCIL CHAMBERS  
1001 MULBERRY STREET  
WESTLAKE, LOUISIANA

NOTICE TO BIDDERS

The City of Westlake will be accepting sealed bids for fuels for the City of Westlake and all departments authorized to purchase gasoline at a site within the City as specified below on June 12, 2018 at 10:15 a.m. in the City Council Chambers located at 1001 Mulberry Street, Westlake, Louisiana. Sealed bids may be turned into the City Clerk at the same address between the hours of 9:00 a.m. and 4:00 p.m., Monday through Thursday and 9:00 a.m. and 11:00 a.m. on Friday and up until 10:15 a.m. on June 12, 2018.

DELIVER TO: City of Westlake and all departments authorized to purchase gasoline.

INVOICE TO: As requested on Purchase Order or acceptable substitute.

CONTRACT PROPOSAL: For furnishing fuels for the City of Westlake and all departments authorized to purchase gasoline at a site within the City.

CONTRACTUAL PERIOD: For a period of twelve (12) months to begin July 1, 2018 and to end June 30, 2019.

This is an open-ended requirements contract. Quantities shown are based on the previous twelve (12) months usage, or estimates, where usage is not available. Where a quantity of one (1) is shown, this indicates a lack of history on this item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements are more or less than the quantities shown.

All City departments are directed to issue Purchase Release Orders or an acceptable substitute for a supply of the items required as and when needed.

Bids must be submitted on forms provided by the City and are available at 1001 Mulberry Street, Westlake, Louisiana.

The right is reserved to reject bids and waive information.

THE CITY OF WESTLAKE

BULK GASOLINE & DIESEL

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NAME OF BIDDER

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STREET OR BOX NO.

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CITY, LA, & ZIP

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PHONE #

---

CONTRACT PERSON

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EMAIL ADDRESS

CITY OF WESTLAKE

ROBERT "BOB" HARDEY  
MAYOR

CITY OF WESTLAKE  
1001 MULBERRY STREET  
P. O. BOX 700  
1001 MULBERRY STREET  
WESTLAKE, LA 70669  
(337) 433-0691

BID OPENING DATE: \_\_\_\_\_ DELIVERY DATE: \_\_\_\_\_

TIME: \_\_\_\_\_ DELIVERY: \_\_\_\_\_  
(IF DIFFERENT FROM ABOVE)

CONTRACT PROPOSAL NO: \_\_\_\_\_

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## INSTRUCTIONS TO BIDDERS

1. Bidders should only quote per gallon mark-up as requested in the invitation to bid.
2. Entire bid must be returned, except item pages not bid.
3. The right is reserved to award by items, groups of items, or on all-or-none basis.
4. Award may be held for thirty (30) days pending evaluation.

SPECIAL CONDITIONS AND SPECIFICATIONS

FOR GASOLINE AND DIESEL FUEL

PLEASE READ THE FOLLOWING SPECIAL CONDITIONS AND SPECIFICATIONS CAREFULLY. ANY DEVIATION MAY CAUSE YOUR BID TO BE DISQUALIFIED. READ SPECIAL CONDITIONS UNDER EACH HEADING. WHERE THE CONDITIONS DIFFER FROM "INSTRUCTIONS TO BIDDERS, GENERAL RULES AND CONDITIONS", SUCH SPECIAL CONDITIONS WILL APPLY.

1. QUANTITIES

No specific quantities are guaranteed. Only such quantities of gasoline and diesel fuel as needed by the City during the contractual period will be ordered. Estimated usage is based on the past twelve (12) months use. Award will be based on twelve (12) months.

2. SPECIFICATIONS

All specifications are to be in accordance with those listed herein. Low bidder may be required to submit sample for approval and acceptance to the testing and research section before award is made.

3. ALL PRICES

BIDDERS ARE REQUESTED TO BID MARK-UP PRICE ONLY. The mark-up should include all applicable charges for delivery and overhead. **The OPIS average price for branded and non-branded product for the greater Lake Charles area** per terminal location for Monday, 20¢ per gallon motor fuel tax, plus the mark-up price will be the basis for invoice price by the vendor.

Award will be made to the vendor quoting the lowest mark-up. In the event of tie bids, the June 10, 2014 terminal price for the manufacturer being bid will be used to break the tie bids.

Prices must be limited to four places behind the decimal. Bids must be rounded off the four places behind the decimal due to computerization. If bid is submitted for more than four places behind the decimal, the bid price will be rounded either up or down to four digits to the nearest ten-thousandth.

Mark-up quoted must be F.O.B. the station within the City limits of Westlake. State excise tax will be added to the average OPIS price for gasoline and diesel fuel. Sales tax and Federal tax is not to be included in bid price for gasoline or diesel fuel. Federal excise tax exemption registration number will be furnished.

BIDDERS MUST EXEMPT THE CITY ON FEDERAL TAX BIDS WHICH INCLUDE THIS TAX WILL NOT BE CONSIDERED FOR AWARD. ANY REFUNDS DUE WILL BE THE VENDOR'S RESPONSIBILITY.

Bids submitted will be delivery of gasoline or diesel at the pump of the contractor.

Bidders must indicate brand of fuel they propose to furnish.

If bidder has more than one supplier, he must indicate which brand and terminal location was used in determining mark-up price. Price increases or decreases will only be acceptable from the average OPIS prices published weekly for (Monday). The mark-up quoted shall remain firm for the entire contract. Adjustments will be made weekly in accordance with the average OPIS price listed for each service station location.

The successful contractor's prices will be adjusted each Monday morning based on the average OPIS price plus mark-up. First allowable price change will be effective July 1, 2015.

#### 4. REJECTION OF BIDS

The City of Westlake reserves the right to reject any and all bids or waive any informalities.

#### 5. BASIS OF AWARD

Award shall be made to the lowest responsible bidder as listed below:

(1) Delivery of regular unleaded, mid-grade unleaded, premium unleaded gasoline and diesel fuel for each type of fuel at each geographic location within the City of Westlake where the contractor conducts business.

#### 6. DELIVERY

The successful bidder(s) must make every reasonable effort to have an adequate supply of gasoline and/or diesel fuel in order to meet the City of Westlake's requirements, as ordered, where ordered, during the life of the contract. However, in the event the contractor cannot make delivery within a reasonable time as determined by the City of Westlake, through the Mayor, the City of Westlake reserves the right to purchase gasoline and/or diesel fuel on the open market. All deliveries shall be made in such quantities and such destinations as requested.

#### 7. EXTENSION OF CONTRACT

At the option of the City of Westlake and acceptance by the contractor(s), this contract may be renewed at the same terms and conditions for two (2) additional twelve (12) month periods.

#### 8. TERMINATION OF CONTRACT

The City of Westlake reserves the right to terminate each

contract prior to the end of the period indicated on the notice on twenty-four (24) hours written notice, for unsatisfactory delivery, for failure to meet the required specifications, or if the City considers prices to be too high or out of line with other contractors. All orders delivered prior to the effective date of termination shall be paid for by the City in accordance with the terms of contract, whereupon all obligations of both parties to the contract shall cease. The right is reserved to cancel with a thirty (30) day written notice without cause.

#### 9. PURCHASE ORDER AND INVOICING

The City of Westlake will issue a purchase order or acceptable substitute for each delivery point to the successful contractor. Each purchase order will cover an estimated quantity for the contract period. The contractor will submit a delivery ticket with each delivery.

#### 10. PAYMENTS

Invoices will be paid by the City within thirty (30) days from the date of receipt and acceptance of an order if correct price change notifications have been furnished the City. In no event, will invoices be paid prior to price change notification acceptance. Payment will be made for the item(s) ordered at the unit price in effect based on manufacturers notification. Such price and payment shall constitute full compensation for furnishing and delivering the fuel called for.

#### 11. SIGNATURE OF BIDDER

To be considered for an award, all bidders shall fill in the appropriate bid schedule sheets, and execution of bid page and shall sign in all the appropriate places. Acceptance shall be made when signed by the Mayor of Westlake and copy returned to the contractor. It is understood that contractor's signatures constitute agreement with all special conditions and specifications and all material specifications contained in complete contract proposal.

#### 12. INDEMNITY

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the City, its officers, its agents and its employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees.

However, the contractor shall have no obligation as set forth above with respect to any claim or action for bodily injury,



death or property damages arising out of the fault of the City, its officers, its agents or its employees.

13. The City of Westlake may make any investigations it deems necessary to determine the ability of the supplier to furnish materials requested herein. Bidder shall furnish all such information and data for this purpose as the City requests. The City reserves the right to reject any bid if the evidence submitted fails to satisfy agency that bidder is properly qualified to carry out the obligations of the contract and deliver material as necessary. Conditional bids will not be accepted.

Bidders shall be required on request to give evidence that it maintains a permanent place of business; has adequate equipment; has adequate transportation vehicles to supply the required products; has adequate insurance for itself and subcontractors; and has suitable financial status to meet obligations incident to the work.

BID SCHEDULE

<u>ITEM</u>	<u>TRANSPORT DELIVERY ESTIMATED ANNUAL USAGE</u>	<u>PER GALLON MARK-UP BID PRICE</u>
Unleaded - Regular	32,934.84	_____
Unleaded - Mid-grade	2,194.88	_____
Unleaded - Premium	3,621.84	_____
Diesel	2,784.80	_____

The June 12, 2018 terminal price for the manufacture being bid was \_\_\_\_\_.

Please provide the location for delivery sites within the City of Westlake.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE \_\_\_\_\_

BULK GASOLINE AND DIESEL

CITY OF WESTLAKE  
1001 MULBERRY STREET  
P.O. BOX 700  
WESTLAKE, LA 70669

EXECUTION OF BID

EXECUTION OF BID MUST BE SIGNED IN INK                      DATE \_\_\_\_\_

In compliance with this request for bid and subject to all the conditions and specifications listed herein, the undersigned offers and agrees to furnish any or all the items upon which prices are quoted, at the price set opposite each item.

PLEASE PRINT OR TYPE

BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_ CITY \_\_\_\_\_

PHONE NUMBER (    ) \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

X \_\_\_\_\_  
SIGNATURE (PERSON AUTHORIZED TO SIGN BIDS)  
(BIDDER MUST SIGN IN INK)

TITLE \_\_\_\_\_

=====  
ACCEPTANCE  
=====

\_\_\_\_\_  
DATE OF AWARD AND EXECUTION

PURCHASING OFFICER: \_\_\_\_\_

RECOMMENDATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF WESTLAKE

RECOMMENDING APPROVAL:

BY \_\_\_\_\_  
ROBERT "BOB" HARDEY  
MAYOR

BY \_\_\_\_\_  
ANDREA MAHFOUZ  
CITY CLERK