

SPECIFICATIONS
FOR
GASOLINE & DIESEL FUEL
FUELING STATION
SERVICES

CITY OF GREENVILLE, OHIO
and
GREENVILLE CITY SCHOOLS

2023



City of Greenville, Ohio
100 Public Square
Greenville, Ohio 45331
Engineering Department
Phone: 937-548-4930
kbenge@cityofgreenville.org

NOTICE TO BIDDERS

Sealed bids for **Gasoline and Diesel Fuel Fueling Station Services** for the City of Greenville jointly with Greenville City School District shall be received by the Board of Control, c/o Katie Bengé, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 10:00 AM, May 9, 2023, at which time they will be opened and read aloud in the Municipal Council Room.

The bids shall be received in accordance with the Invitation to Bidders, Instructions to Bidders, Specifications and Proposal Forms, all of which may be obtained from the City Planning & Zoning Office.

The City of Greenville is an Equal Opportunity Employer M/F.

Ryan Delk
Safety/Service Director

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100 Public Square
Greenville, Ohio 45331
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INVITATION TO BIDDERS

Sealed Proposals properly endorsed "Bid for Fueling Services" shall be received by the Board of Control, c/o Katie Bengé, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 10:00 AM, May 9, 2023, at which time they will be opened and read aloud in the Municipal Council Room.

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Bid Bond for the full amount (100%) of the bid **OR** a Certified Check, Cashier's Check, or Letter of Credit on some solvent bank made payable to the City of Greenville, Ohio in the amount of ten percent (10%) of the total bid, as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidders have entered into a contract and have furnished the necessary Performance Bonds or when all bids have been rejected. The bid guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

The bids shall be received in accordance to the Invitation to Bidders, Instruction to Bidders, Instructions to Bidders, and Proposal Form, all of which may be obtained from the City Planning & Zoning / Board of Control office.

Ryan Delk
Safety/Service Director

INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

The proposal must be submitted on the Proposal Form furnished by the City of Greenville in a sealed envelope plainly marked "**Bid for Fueling Services**".

QUANTITIES

The quantities that are shown on the Proposal Form are approximate and the City of Greenville, Ohio reserves the right to purchase any amount needed by it at the Unit Price Bid for the length of the contract.

BID BOND

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Bid Bond for the full amount (100%) of the bid **OR** a Certified Check, Cashier's Check or Letter of Credit on some solvent bank in the sum of ten percent (10%) of the total bid made payable to the City of Greenville, Ohio as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidders have entered into a contract and have furnished the necessary Performance Bonds or when all bids have been rejected. The Bid Guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

NON-COLLUSION AFFIDAVIT

Bidders are required to file on forms furnished by the City and shall submit a completed Non-Collusion Affidavit at the time their bid is filed.

TAXES

The person or company will at the time of bid supply a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent CAT / Corporate taxes **OR** that such person was charged with delinquent taxes, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. A copy of such statement shall be incorporated into the contract by and between the bidder and the City, pursuant to Section 5719.052 of the Ohio Revised Code. The statements required are found with the bidding documents.

BID WITHDRAWAL

No bidder shall withdraw his bid for a period of 60 days.

REJECTION OF BIDS

The City of Greenville reserves the right to reject any and all bids and to waive any informality.

BEST BID

The City shall in its opinion accept the best bid for the materials advertised and shall enter into such contracts that will maintain the safety, health, and welfare of its citizens.

INSURANCE

The Bidder must be able to furnish to the City and to be made part of the Contract, an Insurance Certificate showing that the Bidder is adequately covered with insurance for loss to property or injury that may arise for any reason during the period that said equipment is being operated for the City, a copy of which shall be made part of the contract. This certificate shall name the City of Greenville,

Ohio as an "additional insured". The amount of the liability guaranteed by the contract shall be not less than \$1,000,000.00 for damages for any one incident and not less than \$2,000,000.00 in the aggregate; said policy shall be filed with the Auditor of the City of Greenville, Ohio prior to the effective date of the Contract.

WORKMEN'S COMPENSATION

The bidder must be able to furnish to the City and to be made part of the Contract, certification that the bidder is covered as an employer under the Workmen's Compensation Laws of the State of Ohio, a current copy of which shall be made part of the contract.

CITY INCOME TAX

Contractors working for the City of Greenville are required to register with the Greenville City Income Tax Office at the time the contracts are signed.

OHIO TAX EXEMPTION

An Ohio Tax Exemption Certificate is available at the Greenville City Auditor's Office.

DISCRIMINATION AND INTIMIDATION

The prohibition against discrimination and intimidation on account of race, creed or color is stated in Sections 153.59, 153.591, and 153.60 of the Ohio Revised Code, these sections shall be made a part of these specifications the same as if written in full within.

LENGTH OF CONTRACT

The contract shall be in effect from July 1, 2023 through June 30, 2025 with a one year renewal option by mutual agreement of the Contractor and the City no later than March 1, 2025.

PERFORMANCE BOND

In accordance with Section 735.06 of the Ohio Revised Code, a Performance Bond of one hundred percent (100%) of the amount of the contract, with satisfactory sureties, will be required for the faithful performance of the contract.

PAYMENT

Payment shall be made to the Contractor within thirty (30) days after the contractor's invoice has been approved by the Director of Public Safety/Service.

**CITY OF GREENVILLE, OHIO
GASOLINE AND DIESEL FUELING STATION SERVICES
TECHNICAL SPECIFICATIONS**

1. Fueling station must be located within the corporation limits of the City of Greenville, Ohio. Provide a listing of provider's other locations City vehicles can re-fuel in the event of travel.
2. Fueling station shall provide 24 hour availability for fuel pickup. Provide a listing of alternate fueling location(s) in the event weather or other emergency.
3. The area must be well lighted for night use.
4. Fueling station must have a driveway area large enough to handle large fire equipment and heavy excavation equipment; and a concrete or asphalt pad for easy access.
5. Security card systems as well as coding systems will be considered.
6. Service must provide detailed bi-weekly or monthly statement that includes vehicle tracking and "mile per gallon" features. *Sample billing invoice/management forms must be included with the bid and then be approved by City Auditor and School Treasurer.* All receipts at the pump must match monthly statement. Separate billing is required for the Greenville Transit vehicles, City vehicles and Greenville City School vehicles.
7. Prices quoted shall be fuel quote over wholesale market rate (cost of fuel + taxes).
8. This service will be for a two year term with an option to renew for an additional year if approved by the City and the Contractor.
9. Gasoline shall be quoted as "Unleaded Gasoline"; Diesel shall be "Regular Diesel".
10. Fuel spills caused by other than negligence of the City/School shall be the responsibility of the supplier.
11. Provide monthly a day-to-day record of the wholesale market rate which is used to determine the fee charged to the City of Greenville/Greenville City Transit/Greenville City Schools. (Submit with bid the day to day record for the month of March 2023.)
12. Provide the name and phone number of one company contact person the City can contact with any questions throughout the contract period.
13. City Departments utilizing this service include: Safety/Service, Police, Fire, Park, Street, Planning & Zoning, Storm, Water, Wastewater, Utility, Recreation, and Transit.
14. Greenville City School departments utilizing this service include: Transportation, Maintenance, Cafeteria, Athletic, and Career Technical Education.
15. Specify on proposal page if the proposed system can be used to purchase vehicle fluids at participating fueling stations. Billing for such items would need to be separate from the gasoline purchases.

Gasoline and Diesel Fuel Fueling Station Services PROPOSAL

I, or we, _____ hereby propose to furnish to the City of Greenville, Greenville Transit, and Greenville City Schools the following Gasoline and Diesel Fuel Fueling Station Services as advertised for the Price set forth below:

Bidder Brand:		
Gallons per Billing Cycle	Gasoline Products Mark-up*	Diesel Products Mark-up*
< 6,500 gallons		
> 6,500 gallons		
Other Discounted Brands:	Gasoline Products Mark-up*	Diesel Products Mark-up*
Discount for Off Brands:	Gasoline Products Mark-up*	Diesel Products Mark-up*

*Mark-up equals price added to wholesale market rate, including taxes.

To figure the bond amount add the fuel quote (FQ) and the current wholesale market rate for March 31, 2023 (include taxes) (WM) and multiply by the 2022 fuel usage (22); add together the totals to get the Total Bid.*

Gasoline = ((FQ) _____ + (WM on 3/31/23) _____) X (22) 9,442 = _____

Diesel = ((FQ) _____ + (WM on 3/31/23) _____) X (22) 23,657 = _____

TOTAL BID for bonding purposes.....\$ _____

TOTAL BID in words _____

_____ Dollars

Can system be used for vehicle fluids? ____ Yes or ____ No Discount? _____

Contact Person _____ Phone No. _____

Contact's E-Mail _____

SIGNED: _____

DATE: _____

TITLE: _____

PHONE: _____

COMPANY: _____

FAX: _____

ADDRESS: _____

E-MAIL: _____

FEDERAL ID NO. _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he is _____ (sole owner, partner, president, secretary, etc.) Of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Greenville, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

SWORN to and subscribed before me
this ____ day of _____ 20____.

Notary Public in and for
_____ County, _____
My Commission Expires _____

STATEMENT OF BIDDER
Concerning CAT Taxes/Corporate Tax
(No Delinquency)

STATE OF _____)
) SS.
COUNTY OF _____)

_____, being the _____
(Name of person making statement) (Title/Position)

of _____, being first
(Name of Bidder or Company)

duly cautioned and sworn according to law does hereby swear or affirm as follows:

1. That as of _____ (date of bid),
_____ (name of bidder) was not charged
with any delinquent CAT Taxes/Corporate Taxes.

2. That I understand that a copy of this Statement shall be incorporated into
the contract to be entered between _____
_____ (name of bidder) and the City of Greenville,
Ohio.

Further Affiant sayeth naught.

(Signature of person making statement)

_____, being the _____
(Name of person making statement) (Title/Position)

of _____ appeared before me and
(Name of Bidder or Company)

did swear that the foregoing comments are true as he verily believes.

Sworn to and subscribed in my presence this _____ day of _____, 20_____, at
_____ County, _____.

Notary Public
My Commission Expires _____

STATEMENT OF BIDDER
 Concerning CAT Taxes/Corporate Tax
 (Delinquency)

STATE OF _____)
) SS.
 COUNTY OF _____)

_____ being the _____
 (Name of person making statement) (Title/Position)

_____, being first duly cautioned and
 (Name of bidder or company)
 sworn according to law does hereby swear or affirm as follows:

AMOUNT OF UNPAID DELINQUENT TAX/PENALTY & INTEREST/TOTAL DUE

- a. _____
- b. _____
- c. _____
- d. _____

That I understand that a copy of this Statement shall be incorporated into the Contract to be entered between _____ (Name of bidder) and the City of Greenville, Ohio.

Further Affiant sayeth naught.

 (Signature of person making statement)

_____, being the _____
 (Name of person making statement) (Title/Position)

_____ (company/bidder) appeared before me and did swear that the foregoing statements are true as he verily believes.

Sworn to and subscribed in my presence this _____ day of _____, 20____, at _____ County, _____.

 Notary Public
 My Commission Expires _____