

LEGAL NOTICE
BD – 19 – 18

Sealed bids will be received by the officers of the Board of Public Utilities (BPU), City of Jamestown, New York, at its 92 Steele Street office until **1:00 PM, October 9, 2018**, for furnishing regular unleaded gasoline, ultra-low sulfur diesel fuel and all-weather diesel fuel.

Detailed specifications and bid forms may be obtained at the office of the Board of Public Utilities located at 92 Steele Street, Jamestown, New York, or on the BPU website at www.jamestownbpu.com.

The BPU reserves the right to reject any or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public monies for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost.

Bids shall be placed in a sealed envelope addressed to the General Manager, Board of Public Utilities, City of Jamestown, New York, be plainly marked on the outside, "**PROPOSAL NO. BD – 19 – 18**" and be delivered at the Board's office located at 92 Steele Street.

David L. Leathers, General Manager
Board of Public Utilities
City of Jamestown
92 Steele Street
Jamestown, New York 14701

INSTRUCTION TO BIDDERS

Proposals for the materials referred to in the foregoing Legal Notice and covered by the attached specifications, must be submitted within the specified time and must be accompanied by such information, as the specifications require. In making tenders, Bidders shall use the forms included with these specifications, returning the same, intact, with such supplementary specifications, data, drawings, etc., as are to be included.

A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can letter, telegram, or verbal statement make any change in price or other details. The prices and other information must be legibly written (or printed) in ink, the bid price, or prices being written in words as well as figures.

No bid will be accepted from, nor will any contract be awarded to any person who is in arrears with the Board of Public Utilities upon debt or contract, or who is in default, as surety or otherwise, upon any obligation to said Board or whose work has heretofore proven unsatisfactory or dilatory.

The City of Jamestown reserves the right to reject any bid or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public moneys for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost.

All proposals shall be submitted in an opaque sealed envelope or package plainly marked on the outside with the name, address, and phone number (including FAX number) of the person, firm, partnership, or corporation bidding and the name of their respective representatives whom they expect to be present when the bids are opened. "BD – 19 – 18" shall be plainly marked on the outside of the sealed envelope containing the bid. If forwarded by mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. Dave L. Leathers, General Manager, Board of Public Utilities, 92 Steele St., Jamestown, New York. If forwarded otherwise than by mail, it must be delivered to Mr. Dave L. Leathers, General Manager, Board of Public Utilities.

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be cause for the rejection of all proposals in which it has been interested. Any or all proposals will be rejected if there is reasonable ground for supposing that there is collusion among bidders, and all participants in such collusion will receive no further recognition for this work.

The bidder shall submit a complete proposal providing prices for all options and supply any information (with the proposal) which may be required to completely evaluate its proposal or the bid may be declared irregular.

If the Bidder should encounter any condition not provided for in the Contract Documents, that will affect its bid or the performance of its contract obligations should the Bidder be awarded the contract, the Bidder shall notify the City in writing, at least five (5) days prior to the opening of the bids and enclose a copy of such letter with the bid.

1 GENERAL INFORMATION

If a firm or partnership makes the bid, the name and the place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing the bid shall state under the laws of what state the corporation was chartered and the name and title of officer or officers having authority under the by-laws to sign contracts. Anyone signing a proposal as agent must file it with legal evidence of his or her authority to do so.

1.1 INTERPRETATION OF SPECIFICATIONS

The Information for Bidders, the Specifications, the Proposal (s), and Instructions to Contractor (s), the Guaranty (s), and Accompanying Plans are intended to describe and provide for the complete work and each form a part of the Contract (s). They are to be cooperative and what is called for by one is as binding as if called for by all.

1.2 STANDARDS AND SUBSTITUTIONS

The names or make of any article, device, material, form of construction, fixture, etc., named in these specifications whether or not the words "or equal" are used, shall be known as "standard".

All proposals shall be based on the standards specified.

Where two or more standards are named together, Bidders may bid on any of the standards named, regardless of the order in which they are named.

Bidders are invited to submit substitutions for the standards specified, provided:

1. They name the substitution bid upon and the additions or deduction they will make to, or from their base bid provided the City approves each substitution.
2. The substitute bid upon shall be written on a substitute blank and attached to the formal proposal.
3. The complete specifications and a description of the substitution bid upon shall be furnished to the City prior to the award of the contract.

If the Bidder names no substitutions, the standards as specified shall be used.

1.3 EXCEPTIONS

Any exceptions to the bidding specifications shall be noted on the Proposal Form in the space provided, if additional space is required the Bidder shall note in the space that the exceptions are stated on an attached page(s). The attached page(s) shall be numbered and inserted immediately following the signature page of the Proposal Form and clearly titled "EXCEPTIONS".

1.4 ACCEPTANCE OR REJECTION OF BIDS

The City of Jamestown reserves the right to reject any or all bids, the right to waive informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public moneys for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost. In comparing proposals, consideration will not be confined to first, cost only, and the judgment of the City shall be final as to which bid will best serve its interests.

1.5 WITHDRAWAL OF BIDS

Permission will not be given to withdraw any proposal after it has been deposited with the General Manager of the Board of Public Utilities.

1.6 SCOPE

The obligation of the Bidder hereunder will include supplying the Board of Public Utilities with unleaded gasoline and diesel fuels at proposed prices be for one year commencing at the award of the contract.

Bidders must quote on all fuels specified in this bid and must furnish complete information on items bid on as asked for within these specifications.

1.6.1 PRICING

Prices submitted shall be per gallon for full transport loads (8,700 gallons for gasoline, 7,500 gallons for diesel) and shall include the rack price in effect at 12:00 noon on the day specified in the proposal form, the margin to be charged over rack and the brand and rack the price is based on. Award of contract shall be based on the total of the rack price and margin bid. The margin over rack price included in the bid shall remain in effect throughout the term of the contract (one year). Bid prices shall not include any federal or state taxes. Tax exempt certification, if applicable, will be supplied to the successful bidder by eligible participating agencies.

Pricing shall be subject to change in accordance with the chosen major oil companies increases and decreases throughout the term of the contract.

The successful bidder shall provide written notice of any price movements to the Jamestown BPU as rack price changes occur (minimally once per week if price remains stable). Price changes must be supported by major oil company documentation, i.e., computer printout, fax, teletype, etc. Price sheets can be faxed to 716-661-1617 and 716-661-1625.

1.6.2 FEDERAL GASOLINE TAX

Per Section 6416 of the Internal Revenue Code, the Board of Public Utilities will only consider bids from gasoline dealers who do not require the payment of the Federal Gas Tax. The dealer or wholesaler who sells the Board of Public Utilities gasoline must obtain the refund or tax credit himself or herself rather than pass the Federal Tax to the Board of Public Utilities.

1.6.3 DELIVERY (GENERAL)

Delivery of the gasoline and diesel fuel shall be made to the BPU Fueling Depot on Steele Street in Jamestown, New York or the Jamestown Power Plant on Steele Street in Jamestown, New York. Delivery at the fuel depot can be unloaded by gravity. Delivery of diesel fuel at the power plant must be pumped into the tank. Delivery of any of the fuels must be made during normal working hours and within twenty-four (24) hours of an order unless other arrangements are made. All deliveries shall be done in the presence of an authorized employee or agent of the Board of Public Utilities.

Deliveries at the BPU Fueling Depot

The successful bidder must "stick" the tank before and after delivering any load of fuel to the BPU Fueling Depot. These before and after measurements, as well as the gallons delivered must be included on the invoice. The price per gallon cost of the fuel must also be provided upon delivery. Receipts, loading tickets and proof of origination of fuels shall accompany the delivery.

Deliveries to the Jamestown Power Plant

The successful bidder must "stick" the tank before and after delivering diesel fuel to the Jamestown Power Plant. These before and after measurements, as well as the gallons delivered must be included on the invoice. The price per gallon cost of the fuel must also be provided upon delivery. Receipts, loading tickets and proof of origination of fuels shall accompany the delivery.

In addition to the normal fuel documentation specified above, all diesel fuel delivered to the Jamestown Power Plant shall include a certificate of analysis documenting its heating value, sulfur content, and specific gravity prior to unloading.

1.6.4 DELIVERY (EMERGENCY/DISASTER)

In the event of a natural disaster which disables the BPU's ability to dispense fuel from our pumps, the successful bidder shall cooperate with the BPU to the fullest extent possible to assist the BPU in keeping our vehicles fueled. This assistance may include leaving a fuel truck at our facilities so that we may fuel our vehicles directly from the fuel truck.

1.6.5 SPILLS

The successful bidder will be responsible for any spillage or expenses incurred by the Board as a result of a spill while delivering fuel on Board of Public Utility property.

1.6.6 QUALITY & QUANTITY

The successful bidder shall specify the source of fuel supply in the Proposal Form. Written notice shall be given to the Board of Public Utilities thirty (30) days prior to a change in the bidders fuel source. The Board of Public Utilities may require the successful bidder remove fuel from the tank if the fuel delivered does not meet specifications. The bidder shall be responsible for any damages to equipment caused by a fuel not meeting specifications.

The quantities of fuel listed are only estimates. The contract shall be for the actual quantities of fuel delivered during the term of the contract.

Regular Unleaded Gasoline	110,000 gallons
Ultra Low Sulfur Diesel Fuel	120,000 gallons
Ultra Low Sulfur All Weather Diesel	90,000 gallons

1.6.7 TESTING & SAMPLING

The successful bidder must test each tank at least twice during the term of the contract (once at least six months after the contract goes into effect) to identify any extent of moisture contamination. Testing for the tank at the Jamestown Power Plant must also include test results for heating value, sulfur content, and specific gravity. The report shall be sent to the General Manager and the Power Plant Supervisor of the Board of Public

Utilities and must include the date of the test, the test method, the fuel type and the results. These tests shall be done at no cost to the Board of Public Utilities.

The Board of Public Utilities reserves the right to remove samples for laboratory sampling. If the samples fail to meet contracted specifications, the Board of Public Utilities reserves the right to purchase the fuel elsewhere.

1.6.8 PAYMENT

A separate invoice shall be submitted for each delivery. Payments will be made net 30. Each invoice will contain the delivery date, type of fuel, delivery location, total net gallons delivered, **price per net gallon** and before/after measurements. Payments made will be based on the total net gallons delivered.

Invoices shall be sent to:
Board of Public Utilities, P.O. Box 700, Jamestown, New York 14702-0700

2 LEGAL REQUIREMENT

2.1 SUITS IN COURTS

In case any action of law or suit in equity may or shall be brought by or against the City or any of its officers or agents for or on account of any claims under this Contract or otherwise, such action of law or suit in equity shall be brought in the courts of the State of New York, Chautauqua County.

2.2 LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State and City laws, ordinances, and regulations, in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those that may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and all its offices, officers, agents, and employees, against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by the Contractor, or its employees.

2.3 NO WAIVER OF LEGAL RIGHTS

Neither the inspection by the City, nor by any of its duly authorized agents, nor any order, measurement, or certificate by the City, or said agents nor any orders by the City for the payment of money, nor any payment for, nor acceptance of, any work by the City, nor any possession taken by the City or its duly authorized agents, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damage herein provided, nor shall any waiver of breach of this Contract be held to be a waiver of any subsequent breach.

2.4 SAVE HARMLESS

Contractor agrees to indemnify and save harmless the City from and against any loss, expense, claims by reason of damage to property, or for bodily injury or both arising out of the performance of this Contract where such damage or injury is attributable to the negligence of Contractor or its subcontractors, and in the event that such damage or injury is caused by the joint or concurrent negligence of the City, the loss shall be borne by the Contractor and the City proportionately to their degree of negligence.

3 EVALUATION FACTORS

The Bidder's proposal will be evaluated based on the following factors:

- Conformance with all requirements of all bidding documents including the Contract Documents and Technical Specification. Exceptions (or clarifications, which, in the City's judgment, are exceptions) subject the Bidder's proposal to possible rejection by the City unless the bidder can adequately demonstrate to the City that the exceptions taken are in the best interests of the City.
- Firm prices. Contract will be for one calendar year. **Bidders shall take notice** that the Board of Public Utilities is not subject to special excise taxes and therefore, bid amounts should be stated without the inclusion of the amount of such taxes. Tax exemption certificates will be executed by the proper Board of Public Utility officials and filed with the successful bidder to comply with the applicable provisions of the Federal Revenue Act.
- Evaluated City's costs.
- Delivery time and method.
- Experience and responsibility of the bidder. Upon request, the bidder must supply the Board of Public Utilities with information on business history, bank and credit references and other qualification documents.

4 PROPOSAL BD – 19 – 18

4.1 FORM OF PROPOSAL

Board of Public Utilities
 City of Jamestown, New York
 Gentlemen:

Date

The undersigned, a _____ (individual, partnership, corporation)
 represented by _____ proposes to furnish unleaded gasoline,
 and diesel fuels F.O.B. Jamestown, NY, as specified in the attached specifications as
 follows:

Item	Description	Unit	WHOLESALE RACK PRICE Indicate Date	BIDDER MARKUP PRICE	TOTAL COST TO THE BPU	BRAND / RACK
1	UNLEADED GASOLINE FOB BPU FUELING DEPOT	GAL				
2	ULTRA LOW SULFUR DIESEL FUEL FOB BPU FUELING DEPOT	GAL				
3	ULTRA LOW SULFUR ALL WEATHER DIESEL SUPREME	GAL				
4	ULTRA LOW SULFUR DIESEL FUEL FOB JAMESTOWN POWER PLANT	GAL				

We (I) the undersigned declare that we (I) have carefully examined the specifications and
 will fully comply with the requirements of the specifications, except (note exceptions, if
 any)

4.2 NON-COLLUSIVE BIDDING CERTIFICATE (CORPORATION)

By submission of this proposal, each person signing on behalf of any Person certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury that to the best of their knowledge and belief:

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer, this

day of 20__.

(Corporate Seal)

Name of Corporation_____

By_____

Title of Office Executing_____

4.3 NON-COLLUSIVE BIDDING CERTIFICATION (INDIVIDUAL OR PARTNERSHIP)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury that to the best of their knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Dated _____, 20__

(Signature) _____
or if partnership

(Name of Partnership) _____
(Signature of Partner) _____

5 DESCRIPTION OF BID ITEMS

5.1 REGULAR UNLEADED GASOLINE

Property	Regular Unleaded	ASTM Test
Color	Undyed	-----
Corrosion	1 Max	D-130
Existent Gum, mgs/100ml	5.0 Max	D-381
Octane, Research & Motor	87.0 Min	D-2699 D-2700
Oxidation Stability, Minutes	240.0	D-525
Sulfur, Wt %	0.1 Max	D-2622
Lead Content, gms/gal	0.05 Max	D-3237
Phosphorous Content gms/gal	0.005 Max	D-3231
Distillation: 10% Evap. – Spring & Fall °F	131 Max	D-86
Distillation: 50% Evap. – Spring & Fall	170 Min/235 Max	D-86
Distillation: 90% Evap. – Spring & Fall	365 Max	D-86
Distillation: End Point	437 Max	D-86
Distillation: 10% Evap. – Summer	140 Max	D-86
Distillation: 50% Evap. – Summer	170 Min/240 Max	D-86
Distillation: 90% Evap. – Summer	365 Max	D-86
Distillation: End Point	437 Max	D-86
Distillation: 10% Evap. – Winter	122 Max	D-86
Distillation: 50% Evap. – Winter	170 Min/230 Max	D-86
Distillation: 90% Evap. – Winter	365 Max	D-86
Distillation: End Point	437 Max	D-86
Vapor/Liquid Ratio: Spring & Fall °F	116 Min	D-439
Vapor/Liquid Ratio: Summer	124 Min	D-439
Vapor/Liquid Ratio: Winter	105 Min	D-439
Reid Vapor Pressure: Dec. 1 – Feb. 15	16.0 psi Max	ES-15
Reid Vapor Pressure: Feb. 16 – Feb. 28	14.5 psi Max	ES-15
Reid Vapor Pressure: March 1 – April 30 Reid	13.5 psi Max	ES-15
Vapor Pressure: May 1 – Sept. 15	9.0 psi Max	ES-15
Reid Vapor Pressure: Sept. 16 - Oct. 31	13.5 psi Max	ES-15
Reid Vapor Pressure: Nov. 1 – Nov. 30	15.0 psi Max	ES-15

Ultra Low Sulfur Diesel Fuel

Property	Diesel Fuel	ASTM Test
API Gravity	30 Min	D-287
Distillation (90% Recovered)	540°F – 640°F	D-86
Flash Point °F	125 Min	D-93
Cloud Point (Oct. 1 - Dec. 1)	+15 °F Max	D-2500
Cloud Point (Dec.1 - March 1)	+10 °F Max	D-2500
Pour Point (Oct. 1 – Dec. 1)	0 °F Max	D-97
Pour Point (Dec. 1 – March 1)	-10.0 °F Max	D-97
Sulfur, Wt. Ppm	15.0 max	D-7039
Conductivity, C. U.	100 Min	D-4308
Viscosity, (CST @ 104°F)	1.9 - 4.1	D-445
Stability, 3000F/90 Min (PAD Rating)	7 Max	Dupont F21-61
Centane Index	40.0 Min	D-976
Nace Corrosion, 3.5 Hrs/1000F	B+ Min	Nace TM-01-72
Lubricity, HFRR @ 60 °C	520 Max	D-6079

*ULS Diesel to be used during non-winter months for fuel depot and year-round for power plant tank.

5.2 **ULTRA LOW SULFUR ALL WEATHER DIESEL FUEL**

Property	Diesel Fuel	ASTM Test
API Gravity	30 – 40 Min	D-287
Distillation (90% Recovered)	540°F – 640°F	D-86
Flash Point °F	125 Min	D-93
Cold Filter Plugging Point, CFPP °F Oct. 15 to Nov. 30 Dec. 1 to Mar. 1	-10 Max -15 Max	IP-309 IP-309
Pour Point (Oct. 15 – March 1)	-30 Max	D-97
Sulfur, Wt. Ppm	15.0 max	D-7039
Conductivity, C. U.	100 Min	D-4308
Viscosity, (CST @ 104°F)	1.9 - 4.1	D-445
Thermal Stability, % Reflectance	80 Min	Dupont F21-61
Centane Index	40.0 Min	D-976
Nace Corrosion, 3.5 Hrs/1000F	A Min	Nace TM-01-72
Lubricity, HFRR @ 60 °C	520 Max	D-6079
Detergent meeting NCWM definition of premium diesel		

*ULS All Weather Diesel to be used during winter months for fuel depot only.