

CITY OF SIKESTON
INVITATION FOR BID
GENERAL REQUIREMENTS

Date Issued: October 3, 2017

Bid Number: 18-7

The City of Sikeston is soliciting bids for the purchase of Aviation Fuel for the Sikeston Municipal Airport. The City of Sikeston has no intention of purposely eliminating any company from bidding. However, there are certain specifications that must be met or exceeded. The sealed bids will be subject to the terms and conditions listed below and any special conditions set forth herein. The sealed bids will be received at the Office of the City Clerk, 105 E. Center Street, Sikeston, Missouri 63801, until **1:30 p.m. October 18, 2017.** Bids should have the vendor's name and the bid number located on the outside of the envelope.

GENERAL TERMS AND CONDITIONS FOR THE INVITATION FOR BID

1. **Bidder must use the attached Bid Return Sheet for submission of bids.**
Return Sheet must be signed and notarized. Retain One (1) copy of the bid form for your files. Bidder must use the attached specifications in preparing the bid. By signing, the bidder acknowledges his full knowledge of, and agreement with the general specifications, conditions and requirements of this request for proposal.
2. The following items must be returned and included with the sealed bid:
 - signed and notarized bid return sheet
 - signed and notarized Non-Kickback and Non-Collusion Affidavit
 - Attachments

Bids not containing both items listed above will be deemed unresponsive, will not be read, and will be returned to the bidder.

3. Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.
4. Any explanation desired by the bidder regarding the meaning or interpretation of the specifications listed in the Invitation for Bid must be submitted to Jay Lancaster, Director of Public Works, 105 E. Center, Sikeston, Missouri 63801; (573) 471-2512. All inquiries, whether written or oral, shall be submitted within the time limitations specified in the request for proposal.
5. The City of Sikeston is exempt from all federal and state excise, sales and use taxes.

6. It is the responsibility of the bidder to deliver his bid on or before the date and time of the bid closing. Bidders must not count on a notary public being available at City Hall. All documents requiring notarization must be notarized by the bid deadline. Otherwise they are incomplete. Amendments to, or withdrawals of proposals received later than the time and date specified as the bid opening will not be operative. Bids received later than the deadline or incomplete bids will be rejected and returned unopened.
7. The City of Sikeston reserves the right to accept or reject any and all proposals, as deemed, in its sole discretion, to be in the best interest of the City. The City reserves the right to reject any proposal if the vendor is delinquent in the payment of any taxes, fees or licenses owed to the City. In the event a vendor is delinquent in any payment to the City, the City may offset the delinquent amount due against sums owed the vendor.
8. The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any bid if the vendor fails to satisfactorily convince the City that he is properly qualified to carry out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.
9. When determining the successful vendor, the City reserves the right to apply up to a five percent (5%) local vendor preference for goods and services provided by vendors located within the City Limits of Sikeston.

Bidders are advised the City of Sikeston has a local vendor preference purchasing policy in the following bid amounts:


\$ 0.01 - \$ 10,000	5%
\$10,001 - \$100,000	2%
\$100,001+	1%

10. The City of Sikeston reserves the right, in its sole discretion, to accept the lowest and best bid.
11. Place the following on the outside of your sealed bid: **Bid #18-7 and Company Name**.
12. **E-Verify**

Prior to contract award, successful bidder must enroll in the federal E-Verify Program for Employment Verification. This is an on-line program which can be accessed at: **e-verify.uscis.gov/enroll/**. The enclosed affidavit must be completed, signed, and notarized. In addition, successful bidders must provide the City of Sikeston a copy of the 2-page Memorandum of Understanding which includes an electronic signature page. These items are, required for contract award, but do not have to be submitted with the sealed bid.

Should you have any questions regarding these terms or to arrange a site visit, please contact Jay Lancaster at (573) 471-2512.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Lancaster", with a long horizontal flourish extending to the right.

Jay S. Lancaster
Public Works Director
City of Sikeston

SPECIFICATIONS
Bid 18- 7, Aviation Fuel

I. Background and Objective

The Sikeston Municipal Airport is located at 160 Airport Drive, Sikeston, Missouri. Approximately 96,853 gallons of Jet-A and 31,961 gallons of LL fuel are purchased each year. Fuel purchase volumes can and do vary, the amounts listed are **estimates only**, not a guarantee of actual purchases.

II. Requirements

Products furnished under these specifications must meet or exceed the following requirements. When specifications cannot be met, the exception form should be completed in detail.

Technical Specifications:

- Jet Aviation Fuel with additive (Prist)
- Aviation Fuel- 100 LL
- Fuel must be free from water, sediment, haze or emulsion.
- Supplier must provide specification sheets and technical information regarding the products provided

Delivery Requirements

- Deliveries must be made on an "as needed" basis. Supplier must be able to make deliveries within 24 hours of Release of Notice and transferred into the above ground storage tanks.

Pricing:

- All pricing will be based on PLATTS average- Memphis Terminals for date of delivery.
- Guaranteed price program. Formula priced via weekly published rack prices. PLATTS report emailed weekly to bpaxton@sikeston.org
- Complete pricing information on "Attachment A" Include copy of PLATTS Sheet (latest date) with your bid.

Bid/Contract Period:

- The contract will be for a three (3) year period, with an annual option to renew. The first contract period will run from January 1, 2018- December 31, 2020. At any time during this period, there is a breach of contract by the supplier; the supplier will be notified in writing of contract termination. Rebidding will then be necessary.
- Supplier must notify Jay Lancaster, Director of Public Works, 573-471-2512 of any changes that occur during the contract period.

Credit Card and Financial Requirements:

- Supplier shall accept major oil company credit card transmittals on a weekly basis with reimbursement to the City of Sikeston Complete "Attachment B" regarding fees charged.
- Supplier shall provide automated credit card processing and supply system with free equipment and replacement supplies.
- Supplier shall carry account balance from month to month (if needed).
- Electronic Fund transfers to our bank within 48 hours.

Refueling Equipment:

- Supplier shall provide the latest designed, stainless steel AVGAS and Jet Refueler at the airport if needed, in the case of an emergency or special event at no cost to the City of Sikeston.
- Supplier shall provide the cost of rental or purchase of a 1,200 gallon 100 LL truck and a 2,200 gallon Jet-A truck with the latest designed, stainless steel tank. *Detailed pricing information must be provided on "Attachment C."*

Emergency Plan of Action:

- Supplier shall submit a Plan of Action to minimize fuel supply interruption in case of an emergency situation. (Example: power outage, pump damaged/out of service, natural disaster, etc.).

Marketing/Advertising:

- Supplier must provide, install and maintain one (1) large, lighted sign to represent product for sale.
- Supplier must provide materials, decals and labor for painting of fuel equipment (Fuel tankers and stationary fuel pumps) at no cost to the City of Sikeston.

- Supplier must provide 50% of advertising cost in major aircraft publication. Supplier's cost would be approximately \$250.00 semi-annually.
- Co-Op Funds (ads, promotions, uniforms, etc). Please indicate ratio per 1,000 gallons on "Attachment C."

Training:

- Supplier shall provide on-site training at no cost to the City of Sikeston.
- *Please indicate on "Attachment C" the types/methods of training offered.*

Quality Assurance:

- Supplier shall provide inspections of pumping equipment and filters by company representative at no cost to the City of Sikeston.
- Supplier shall provide, at no cost to the City of Sikeston, annual equipment filter changing.
- *Please indicate on "Attachment C" the inspection methods and frequency offered.*

III. Insurance

- Supplier must provide Product Liability Insurance coverage at no cost to the City of Sikeston. Minimum coverage of \$50,000,000.00. *Detailed information must be provided on "Attachment C."*
- Failure to maintain insurance coverage as required will be grounds for immediate termination of the contract.
- Prior to commencing work or services under this contract, the supplier must furnish the City of Sikeston with Certificates of Insurance as evidence that policies provide the required coverage.

BID AUTHORIZATION

BID # 18-7

Sign below in ink in the space provided. Unsigned bids will be considered incomplete and will be subject to rejection. IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THIS BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THIS BID, WILL PERFORM IN ACCORDANCE WITH THIS AGREEMENT.

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email: _____

Signature of Bidder: _____

Title: _____

Date: _____

Affix Corporate Seal (if applicable)

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year first above written.

Signature

Notary Public

My Commission expires: _____

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.

STATEMENT OF NO BID

We, the undersigned, have declined to bid

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or services

_____ Unable to meet specifications

_____ Unable to meet Bond requirements

_____ Specifications unclear (explain how)

_____ Unable to meet Insurance requirements

_____ Remove us from your Vendor's List altogether

_____ Other (specify below)

Remark:

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

City of Sikeston
 Non-Kickback and Non-Collusion Affidavit

I, being of lawful age and a duly authorized agent for _____,
 regarding the attached bid, proposal, or contract with the City of Sikeston, Missouri for
 _____, do hereby swear/affirm that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Sikeston as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the City of Sikeston concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Sikeston, Missouri for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Sikeston or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

Bidder's Signature

Please type or print name and address of bidder.

Phone Number _____

STATE OF _____)
)SS
 COUNTY OF _____)

On this ___ day of _____, 20___, before me personally appeared _____, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, _____, the day and year first above written.

 Signature

 Notary Public

My Commission expires: _____

ATTACHMENT A

FUEL PRICING

Delivery Point	Fuel Type	Tank Size/ Type	Average Delivery Quantity	Terminal Cities	Price per Gallon (as of 10/02/17)	Freight Factor (+ or -)
Sikeston Municipal Airport	AVGAS 100-LL	13,500	4,000			
160 Airport Drive	Jet Aviation Fuel (with Prist)	13,500	4,000			
Sikeston, MO 63801						

PLATTS average as of 10/02/2017 12:00 P.M. CENTRAL

\$ _____

Prices will remain in effect for the duration of the contract. All Quantities are approximate and may vary during bid period

ATTACHMENT A

FUEL PRICING- CONTINUED

	AV-GAS (100LL)	JET A FUEL (WITH PRIST)
Mark-Up (Freight Factor/Amount of Bid)	\$	\$
State Tax	\$	\$
Pre-Paid Tax	\$	\$
GUST	\$	\$
LUST	\$	\$
Federal Excise	\$	\$
TOTAL PER GALLON	\$	\$

All charges must be included. No hidden charges

ATTACHMENT B

CREDIT CARD FEES

CARD	FEE PERCENTAGE CHARGES
SUPPLIERS CARD	
MASTERCARD	
VISA	
DISCOVER	
MULTI-SERVICE	
AMERICAN EXPRESS	
GOVERNMENT AIR CARD	
GOVERNMENT	
OTHER	

ATTACHMENT C

Types/Methods of On-site training:

Quality Control Training _____
Customer Service Training _____
Training Videos & Manuals _____

Inspection Methods/Frequency:

Quarterly Quality Control Inspections _____
Annual Quality Control Inspections _____
Quality Control Record Keeping _____
Quality Control Manuals or Videos _____

Insurance Coverage:

Please provide detailed information regarding coverage
(provided to City at no cost)

Co-Op Funds:

Ads, promotions, uniforms, etc. Please indicate ratio per 1,000 gallons \$_____.

Refueling Equipment Rental/Purchase Details:

Please provide detailed pricing for the rental or purchase of refueling
equipment, including warranty and service information.

EXCEPTIONS

Please include detailed information regarding any exceptions that apply.

If no exceptions, leave blank.

Deliveries on an "as needed" basis (within 24 hours):

Insurance coverage:

Major Credit Cards Accepted:

Free Credit Card Processing System & Equipment:

Provision of Refueler, if needed, at not cost to the City of Sikeston:

Other:

CITY OF SIKESTON
AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to 285.530 RSMo, the successful bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- Submitting a completed, notarized copy of EXHIBIT 38, AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

This is required for contract award to the successful bidder. Bidders are not required to include this with their sealed bid.

STATE OF MISSOURI)
)
COUNTY OF _____)

AFFIDAVIT
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or services of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or that those circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____
_____, who being duly sworn, states that on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____, (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in an participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between the Contract and the City of Sikeston, Missouri:

4. Contractor does not knowingly employee any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted services.

Further, Affiant saith not.

SIGNATURE

PRINTED NAME, AFFIANT

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public, State of Missouri

My Commission Expires:

Commission in _____ County

Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.