



# Invitation To Bid

Louisville/Jefferson Co Metro Government

<b>Bid Number:</b>	<b>1884</b>
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<b>Revision:</b>	0
<b>Date:</b>	26-AUG-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

<b>Mark envelope with Bid Number, Reply By Date and Address to:</b>  Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202
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**Reply By:** 09-SEP-09

#	Description
1	Price Contract for Louisville Metro to provide a portion of their requirements for Diesel and Gas Fuel for In Ground Storage Tanks for a twelve month period per the attached specifications.

ORIGINAL

<b>DELIVERY TIME:</b> _____ (# of days A.R.O.)	<b>FIRM NAME:</b> _____
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	<b>OFFICIAL'S SIGNATURE:</b> _____
	<b>ADDRESS:</b> _____ _____
	<b>PHONE:</b> _____
	<b>DATE:</b> _____
<b>UNSIGNED BIDS WILL NOT BE CONSIDERED</b>	



# Invitation To Bid

Bid#: 1884

Louisville/Jefferson Co Metro Government

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## Standard Text

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 502-241-4223.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

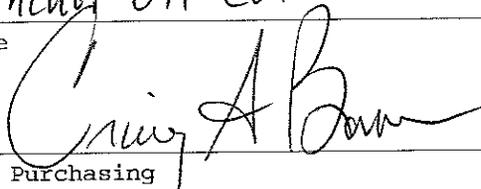
SIGNATURE PAGE



Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Ancher Oil Co.

Company Name



Director of Purchasing

Contract Term:

Effective:

9-15-09

Expires:

9-14-10

Items Covered:

All:

See Attached:

The Invitation for Bid and response will become part of the contract

**LIVING WAGE PREFERENCE**

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **\$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Anchor Oil Co.  
Authorized Official(Print) Robert Durham  
Signature of Authorized Official [Signature]  
Title President  
Date 9-8-09

## LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....  
Company: Anchor Oil Co

Address: Street 6200 Hitt Rd

City Louisville County Jefferson State Ky Zip 40241

Revenue Commission Number: [REDACTED]

Official: \_\_\_\_\_

Signature: [Signature]

Date: 9-8-09



**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**GOOD FAITH EFFORT ("GFE") REQUIREMENTS**

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

**SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)**  
**FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

**NOTE:** If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

**MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)**  
**FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

• **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

**SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)**  
**FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD**

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:  
<http://www.louisvilleky.gov/HumanRelations>





Form GFE-3

LOUISVILLE METRO GOVERNMENT  
 GOOD FAITH EFFORTS ("GFE")  
 SUBCONTRACTOR PAYMENT CERTIFICATION

DUE EACH MONTH OF THE CONTRACT PERIOD TO THE HUMAN RELATIONS COMMISSION

Bidder Name: Anchor Dillo  
 Bid Number: 1884  
 Total Bid Amount: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

REPORTING MONTH:

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
 502-574-3631 phone • 502-574-3190 fax • 502-574-4332 TDD

ALL SUBCONTRACTORS APPEARING ON FORM GFE-1	ORIGINAL CONTRACT AMOUNT ON FORM GFE-1	AMENDED CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach cancelled checks)			CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)			
			Date	Payment Amount	Retainage	Invoice Date	Payment Amount	Retainage	
ALL SUBCONTRACTORS NOT LISTED ON FORM GFE-1	DIVISION OF CONTRACT WORK	AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Cancelled Checks)			CONTRACTOR PAYMENT TOTAL (Attach Invoices)			
			Date	Payment Amount	Retainage	Date	Payment Amount	Retainage	

Signature of Company Official: [Signature]  
 Date: 9-8-09

8/26/2009



**Louisville Fire And Rescue**

BID #1884

**Diesel and Gas Fuel For in ground tanks**

8/26/2009

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- IV. General Specifications**
- V. Evaluation Criteria**

8/26/2009

## SECTION I

### INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **Fuel delivery for Gas and Diesel**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM September 9, 2009, 611 West Jefferson Street, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3pm deadline on September 9, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening. If no award is made within ninety (90) days of the bid opening, this solicitation is automatically canceled unless an extension is requested by Metro Government and accepted by the Bidder. Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation.

8/26/2009

It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

## SECTION II

### GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site.

Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

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2.15 **Ambiguity, Conflict or other Errors in CSB:** If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.16 **Agreement to Bid Terms:** In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them.

No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 **Cancellation:** If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or

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- (f) **Actions that endanger the health, safety or welfare of Metro Government or its citizens.**

**B. At Will Termination**

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.18 **Assignment of Contract:** The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.19 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 **Authority to do Business:** The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising there-under. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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**VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**COMPETITIVE SEALED BID**

**SUBMITTED BY:**

Firm: Anchor Oil Co  
By: Rh+M OEL  
Title: President  
Address: 6200 Hitt Rd  
Louisville, Ky 40241  
Telephone: 502-241-4221  
Fax: 502-241-4223  
Date: 9-8-09

Metro Louisville Revenue  
Commission Number: [REDACTED]

Federal ID Number: [REDACTED]

**Please include a copy of your W-9 with your submitted bid.  
This must be submitted prior to the award of a contract.**

**SECTION III.**

**HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS**

**I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**II. INSURANCE**

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government Division of Purchasing, if this Contract is to be awarded through the Division of Purchasing, or the Metro agency originating this Contract** if it is not a Contract to be awarded by the Division of Purchasing (*either of whom may request review by the Louisville/Jefferson County Metro Government's Risk Management Division*); the Contractor shall not allow any Subcontractor to commence work until the insurance required of such Subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverage.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require Subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of Subcontractor's insurance via Certificates of Insurance, or at the Louisville/Jefferson County Metro Government's option, actual copies of policies.

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- A. The following clause shall be added to the Garage (or equivalent) Liability Policy:
1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract.
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **GARAGE LIABILITY (or equivalent) POLICY** via the Occurrence Form **including Garage keeper's Legal Liability** coverage written on an Occurrence basis:
    - a. The **minimum** limit of liability provided under the Liability Section of the policy (which must include Completed Operations coverage) shall not be less than **\$1,000,000 Each "Accident" "Garage Operations" for Auto and/or Other Than Auto coverage, \$2,000,000 Aggregate "Garage Operations"**.
    - b. The **minimum** limit of liability under the Garage keeper's section of the policy shall not be less than **\$500,000 for each covered location** and must provide both comprehensive and collision coverage.
    - c. Preferably, the Garage policy shall include Symbol 21 under the Liability section, and Symbol 30 under the Garage keeper's section of the policy, and this must be stated on the Certificate of Insurance. If other symbols are used, a letter explaining why must accompany the Certificate of Insurance.
  2. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at **Statutory Limits**, and **EMPLOYERS' LIABILITY** - insuring **\$100,000** Each Accident/**\$500,000** Disease-Policy Limit/**\$100,000** Disease-Each Employee.

### III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

**IV. MISCELLANEOUS**

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville-Jefferson County Metro Government Division of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville-Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville-Jefferson County Metro Government Division of Purchasing before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for:
1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:  
  
Louisville/Jefferson County Metro Government  
Division of Purchasing  
611 W. Jefferson Street  
Louisville, Kentucky 40202
  2. And at least 30 days prior to the expiration of any policy(s).
- C. Approval of the insurance by the Louisville-Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville-Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

**SECTION IV.**

**GENERAL SPECIFICATIONS**

**SPECIFICATIONS**

**DIESEL FUEL**

**1. SCOPE**

The Diesel Fuel covered by these specifications shall be of the following grades:

Low Sulfur Grade DF-1	---	Winter Grade
Low Sulfur Grade DF-2	---	Regular
Bio-Diesel		Winter / Regular

**2. APPLICABLE SPECIFICATIONS AND STANDARDS**

Specifications shall meet all current, legal, State and Federal Standards for Diesel Fuel in effect at time of bid.

**3. MATERIALS AND WORKMANSHIP**

The Diesel Fuel covered by these specifications shall be hydrocarbon fuels conforming to the regulations of the specifications, free from grit and uniform in color and appearance.

**4. REQUIREMENTS**

A. Physical and chemical properties – The Diesel Fuel shall conform to the physical and chemical requirements specified in Table 1 for the applicable grade.

B. Ignition quality (cetane number) – The corresponding cetane number specified in Table 1 may be obtained by the use of approved additives, such as amyl nitrate cetane improver compounds. If such additives are present in the fuel, the effect on carbon residue should be noted in the inspection data.

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C. **Statement of analysis** – When specified in the contract or purchase order, the contractor shall provide a statement of analysis giving the characteristics of the fuel as required in Table 1, and a statement of the type and concentration of the additives used.

## 5. GRADE DESIGNATION

Diesel Fuel optional order based on requirement.

### R+M

1. Minimum octane rating, 2 of 40
2. Winter months require mixture of diesel fuel

70% #2 Diesel  
30% #1 Diesel

## 6. SAMPLING, INSPECTION AND TEST PROCEDURES

A. **Sampling** – Samples shall be taken according to the procedure described in ASTM Manual on Measurement and Sampling of Petroleum and Petroleum Products. The number and disposition of the samples shall be as specified in the purchase.

When required by purchase order or contract, samples shall be inspected for compliance with the requirements of these specifications.

B. **Tests** – All tests shall be made in accordance with the methods specified in Table 11.

C. **Additional Tests** – The right is reserved to conduct such additional tests as may be necessary to establish the suitability of the material for the purpose intended.

## 7. PACKAGING, PACKING AND MARKETING

A. **Packaging and Packing** – Unless otherwise specified, the fuel shall be shipped in bulk in conformance with ICC regulations.

B. **Marking** – Marking shall conform to commercially accepted practices for petroleum products.

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## 8. NOTES

A. **Grade DF-1** – winter diesel fuel is intended for use in high speed automotive service areas in which ambient temperatures as low as minus 25 degrees Fahrenheit occur. This grade of diesel fuel may be used for medium speed stationary engine applications, where fuel heating facilities are not available.

B. **Grade DF-2** – Regular diesel fuel is intended for use in all automotive high speed diesel engines and in medium speed engine applications in areas in which the ambient temperatures are above 20 degrees Fahrenheit.

C. **Ordering Data** – Procurement documents should specify the following:

1. Title, number and date of these specifications.
2. Grade of material required.
3. Type and size of container required.

## 9. PRICE

Bid shall contain price per gallon delivered to fire houses within corporate City limits.

## 10. DELIVERY

A. Contractor's delivery must be accompanied by a printed delivery ticket showing brand or grade and number of gallons delivered and signature line for person receiving delivery at the site.

B. The Contractor guarantees delivery within twenty-four (24) hours of notification (order) by City of Louisville Division of Fire with **no penalties or delivery charges regardless of number of gallons ordered.**

C. It is the Contractor's responsibility to deliver the products in an efficient and workmanlike manner. Spillage, which could result in dangerous conditions for environmental contamination, maintenance repair, pedestrian or vehicular traffic, is to be remedied immediately by Contractor. In the event it is necessary for the City to remedy a damaged area, the cost shall be deducted from any monies due the Contractor.

D. If any property owned or occupied by the City is damaged by the Contractor's equipment or employees, the Contractor shall be liable for the cost of repairs necessary, as a result of the damage; and the City reserves the right to deduct such cost from any sum that may due to come due to the Contractor.

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E. **Fuel must be “dropped” and not pumped off.** Contractor agrees to properly utilize the Vapor Recovery System on pumps so equipped.

F. Contractor agrees to **“Stick”** measure the tank before and after each delivery, and to record the measurements on the delivery ticket.

**TABLE 1 = REQUIREMENTS**

<b>PROPERTY</b>	<b>Grade DF-1 (Winter)</b>	<b>Grade DF-2 (Regular)</b>
Flash pt., min.	100 or legal	125 or legal
Cloud pt., max.	*1	*1
Pour pt., max.	*2	*2
Kinematic viscosity at 100 degrees F.:		
centistokes. min.	1.4	1.8
centistokes max.	4.0	6.0
Water & sediment, % by volume, maximum	0.05	0.05
Sulfur, % maximum	Legal	Legal
Carbon residue on 10% *3		
residuum, % max.	0.15	0.25
Ash, %, maximum	0.01	0.02
Corrosion, copper strip, 3 hours @ 122 degrees F., ASTM No., maximum	3	3
Ignition Quality, cetane no. minimum (4.b)	Legal	Legal
Distillation:		
50% pt., degrees F.,	Record	Record
90% pt., degrees F., max.	675	725
End pt., degrees F		
Gravity, degrees API	Record	Record

\*1 The cloud point requirement for grades DF-1 and DF-2 shall be 10 degrees Fahrenheit higher than the pour point specified in the purchase order or contract.

\*2 The pour points for grades DF-1 and DF-2 should be specified 10 degrees

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Fahrenheit below the lowest mean atmospheric temperature expected in the area where the fuel is to be used, except that:

- (a) A pour point lower than -35 degrees Fahrenheit shall not be specified for grade DF-1 fuel.
- (b) A pour point lower than +10 degrees Fahrenheit shall not be specified for grade DF-2 fuel.

\*3 The specified carbon residue requirement applies to the base fuel prior to the incorporation of any additives (4.b).

### TABLE II LABORATORY TESTS

PROPERTY	A.S.T.M. METHOD	REQUIREMENT	
		Acceptable	Preferred
API Gravity @ 60 degrees F.	D287	0.84 to 0.87	0.84 to 0.87
Pour Point, min. **	D97	10 degrees F.	10 degrees F.
Volatility			
Initial Boiling Pt. %	D158	320 degrees F.	320 degrees F.
50% condensed	D158	475 to 550 degr. F.	475 to 550 degr. F.
90% maximum	D158	-----	600 degrees F.
Final Boiling Pt. Max.	D158	675 degrees F.	625 degrees F.
Distillation Recovery	D158	97% minimum	97% minimum
Cetane Value, minimum	D613	Legal limit	Legal limit
Flash Point*, minimum	D93	Legal limit	Legal limit
S.U. Viscosity, Seconds @ 100 degrees F.	D445 & D446	34 to 39	34 to 39
Water & Sediment, max.	D96	.05%	.00%
Ash, maximum	D482	.01%	.01%
Total Sulphur, max.	D129	Legal Limit	Legal Limit
Conradson Carbon, on 10%			
Residium, maximum	D189	.25%	.25%
Alkali or Mineral Acid	D663 or D664	Neutral	Neutral
Odor	-----	Non-offensive	Non-offensive
Rust Prevention, max.	D665 procd. A	-----	Light rusting
Corrosive Sulphur***	D130	Pass test	Pass test
Residue	D158	1.0% max.	1.0% max.

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## 1. SCOPE

Gasoline covered by these specifications shall be of the following grades and intended for use in motor vehicles:

Reformulated Unleaded – Regular – 87 Octane  
Reformulated Unleaded – Plus – 89 Octane  
Reformulated Unleaded – Premium – 93 Octane

## 2. APPLICABLE SPECIFICATIONS AND STANDARDS

All fuels shall meet all current, legal, State and Federal Standards for gasoline in effect at time of bid.

## 3. MATERIALS AND WORKMANSHIP

The gasoline covered by these specifications shall conform to requirement of quality grade motor fuel, free from grit, and uniform in color.

## 4. SAMPLING, INSEPCION AND TEST REQUIREMENTS

A. Samples may be taken according to the procedure described in ASTM Manual on Measurement and Sampling or Petroleum and Petroleum Products.

B. The right is reserved to conduct such additional tests as may be necessary to establish the suitability of the material for the purpose intended.

5. **PACKAGING** Fuel shall be shipped in bulk in compliance with ICC Regulations.

## 6. GRADE DESIGNATION

“Premium” regular grade unleaded gasoline based on current local statutory requirements, i.e., reformulated gasoline.

### R+M

1. Minimum octane rating, 2 of 91.5
2. Anti-knock designation, Grade 4

Anchor 0.1

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7. Price per Gallon

ULTRA LOW SULFUR DIESEL

89 OCTANE RFE

**OPIS** is the **Oil Price Information Service of Kentucky**

\*BIDDERS SHALL USE OPIS AVERAGE ON FRIDAY SEPTEMBER 4<sup>th</sup>  
FOR LOUISVILLE, KY\*

OPIS Average Louisville, KY	\$ <u>1.8455</u>	\$ <u>2.1274</u>
Kentucky Motor Fuels Tax	<u>\$0.1810</u>	<u>\$0.2110</u>
Kentucky Lust Fee	<u>\$0.0140</u>	<u>\$0.0140</u>
Federal Environmental	<u>\$0.0019</u>	<u>\$0.0017</u>
Bidder Price OPIS+	\$ <u>.0566</u>	\$ <u>.0549</u>
Total Price per Gallon	\$ <u>2.099</u>	\$ <u>2.409</u>

Bidder Price OPIS+ Means the price to be added to the OPIS average price as published By OPIS on the date of delivery.

Bidder shall fill out in full, blank lines, **OPIS Average Louisville, KY, Bidder Price OPIS+ and Total Price per gallon.**

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## **EXCEPTIONS TO SPECIFICATIONS**

All bid proposals as submitted, shall meet Division of Fire specifications in their entirety. If bidder has any exceptions, he shall state such exceptions **in specification order**, described separately in writing and submitted with bid proposal on separate sheet entitled "**EXCEPTIONS TO SPECIFICATIONS**". Each exception shall be numbered and bidder shall list section number and paragraph referenced. The City of Louisville, acting by and through its Chief of Fire Division, will consider these exceptions in determining which is the lowest and best bid and to accept or reject any and all bids and/or to request a rebid if it is in the best interest of the city. **FAILURE TO LIST ANY EXCEPTION SHALL BE CONSIDERED AS FULL COMPLIANCE WITH DIVISION OF FIRE SPECIFICATIONS. PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS SHALL NOT BE ACCEPTED.** Deviations shall not be allowed and shall be cause for rejection of bid unless deviation was originally listed in bidder's proposal.

**NOTE: Exceptions to Division of Fire specifications denote items, which cannot be provided by the bidder in his proposal. Exceptions submitted other than as stated above or listed, as part of the contractor proposal may be cause for rejection of bid.**

## **CLARIFICATION**

Clarifications to Fire Department specifications shall be listed **in specification order separate from exceptions** on separate sheet submitted with bid and entitled "**CLARIFICATIONS TO SPECIFICATIONS**". Each clarification shall be numbered and shall list section number and paragraph referenced. Clarifications that appear vague or misleading shall be considered an exception.

## **QUESTIONS - CLARIFICATIONS - COMMENTS**

Once bids are closed, all questions/clarifications or comments regarding submitted bid shall be addressed to Louisville/Jefferson County Purchasing Department in accordance with provisions of bid document and the City of Louisville contract clauses.

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**LOUISVILLE DIVISION OF FIRE  
FUEL TANK LOCATIONS & SIZE**

<b>STATION</b>	<b>LOCATION</b>	<b>TANK TYPE</b>	<b>TANK TYPE</b>
<b>FIRST DISTRICT</b>			
ENGINE 2 - TRUCK 1	1135 WEST JEFFERSON ST	DIESEL SUPREME	2500 GALS 2500 GALS
ENGINE 22 - TRUCK 4	3228 RIVER PARK DR	DIESEL SUPREME	1000 GALS 1000 GALS
<b>SECOND DISTRICT</b>			
ENGINE 16 - TRUCK 3	1500 S SIXTH ST	DIESEL SUPREME	2500 GALS 2500 GALS
<b>THIRD DISTRICT</b>			
ENGINE 12	4535 MANSCLICK RD	DIESEL SUPREME	1000 GALS 1000 GALS
QUINT 9	3511 FINCASTLE RD	DIESEL SUPREME	1000 GALS 1000 GALS
<b>FOURTH DISTRICT</b>			
QUINT 10	3401 DUTCHMANS LN	DIESEL SUPREME	1000 GALS 1000 GALS
QUAD 6	2620 FRANKFORT AVE	DIESEL	600 GALS
ENGINE 11 - TRUCK 7	1025 RUBEL AVE	DIESEL SUPREME	1000 GALS 1000 GALS

LOCATIONS MAY BE ADDED OR DELETED AS NEEDED.

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## **Section V**

### **EVALUATION CRITERIA**

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

Price – 40%

Ability to meet specifications as to all clarifications and exceptions – 40%

Vender shall supply four (4) professional references. – 20%

Responses will be reviewed and evaluated by the Louisville Metro Fire Division.

#### **Procedures for Evaluation of Proposals:**

Louisville Metro will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, vendors should exercise particular care in reviewing the proposal format required for this CSB.

The Evaluation person shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the Committee may recommend short-listing the proposals that are acceptable and susceptible for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Committee may request presentations and/or demos by Vendors, and carry out contract negotiations for the purpose of obtaining best and final offers.

Metro reserves the right to contact any and all references to obtain, without imitations, information regarding the Vendor's performance.

Proposals will be reviewed by representatives from: J. Glenn Gagel, Major ASF Superintendent and Louisville Fire and Rescue purchasing manager.



## **REFERENCES**

Attached are four(4) professional references as requested in your Evaluation Criteria. However, our best reference is the City of Louisville Division of Fire itself.

I want to take this opportunity to highlight several occurrences over the last decade that illustrate our commitment to the needs of the City of Louisville Division of Fire.

### **September 11, 2001.**

After the attacks of September 11, the Division of Fire was placed on an elevated status of readiness. They required prompt fuel delivery in those uncertain days following the 11th.

### **Hurricane Katrina**

Hurricane Katrina, in August 2005, presented serious supply problems over the entire Southeastern United States. Closure of the Louisiana Off-Shore Oil Port resulted in a lack of crude supply to many of the regions largest refiners. Supply of refined products coming to Kentucky from the Gulf were cut off. Anchor Oil Co. maintains out-of-state supply points in the Upper Midwest that were not impacted by Hurricane Katrina and allowed us to provide a continuous supply of product to our customers.

### **Hurricane Ike Windstorm**

#### **January 2009 Ice storm**

More recently, 2 natural disasters hit Louisville. Both the windstorm and the ice storm presented significant challenges. Power outages, road conditions, and supply disruptions occurred following both events. Of course, the City of Louisville Division of Fire required additional deliveries of fuel in order to provide the critical response that our community depends on.

Anchor Oil Co. met ALL of the fuel needs of the City of Louisville Division of Fire during the above mentioned events. We recognize the special needs and requirements of the Division of Fire and have ALWAYS made their needs our HIGHEST priority during times of special need as well as a normal course of business.



**Larry Dowell**  
**Bob Ray Co.**  
**425-7654**

Bob Ray Co., a local tree service company, has a shop located in Lyndon where they maintain an extended fleet of Highway vehicles and assorted Heavy Duty equipment.

We deliver Highway Diesel, Off-Road Diesel and Gasoline into their tanks.

During both the 2008 windstorm and 2009 ice storm, Bob Ray Co. was a primary provider to the City of Louisville for storm related debris processing. Our daily deliveries of fuel to several storm debris drop-off sites allowed Bob Ray Co. to provide uninterrupted operation of their debris grinding service.

**John Gray**  
**Reinhart Food Service**  
**267-5464**

We provide fuel to their fleet of delivery vehicles and fuel for their refrigerated trailers. Reinhart maintains a 24 hours a day, seven days a week operation. Foodservice deliveries take no vacations or holidays and products in trailers require fuel at all times for refrigeration.

During the wind storm of 2008, Reinhart Food Service lost electric service for 6 days following the storm. We delivered fuel twice daily for their generator that allowed them to continue their operations.



**SSG Ronald Perkins**  
**Ky Army National Guard**  
**607-2630**

During the ice storm of 2009, the Ky Army National Guard was involved in relief efforts in hard-hit western Kentucky. With fuel shortages and power outages so widespread in that part of the state, the Army National Guard needed fuel here to take with them. On January 20, we filled 2 tank trucks for them.

The Army National Guard was given our name by two of our competitors who were either unwilling or unable to meet their critical need. Anchor Oil Co. understands the special needs of such agencies as the Army National Guard and the Louisville Division of Fire.

**Brian Clinkenbeard**  
**YRC, Inc.**  
**772-4750**

We provide on-site fueling of their fleet which requires delivery at a specified time 6 days a week. We are a critical part of their logistics chain. Their customers rely on YRC to make on-time deliveries and YRC relies on us to keep their vehicles fueled regardless of fuel supply, road conditions, natural disasters, etc.