ITB # 10391447

City of Fort Wayne

Sharon Tucker, Mayor
Purchasing Department

INVITATION TO BID

Invitation to Bid (ITB) Information

ITB.....#10391447
Description.....Bulk Diesel Fuel
ITB Due Date.....Tuesday, November 10, 2026, at 11:00a.m.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal will be open for vBid through 11/10/26 at 10:59 a.m. Bid results submitted will be posted publicly immediately following this opening online at www.questcdn.com and http://bidding.cityoffortwayne.org/city.php

Information Resources:

Technical:
Todd Brookmyer Phone:(260) 427-6931 Email:todd.brookmyer@cityoffortwayne.org

Purchasing:
Tara Schilt Phone: (260) 427-6972 Email: tara.schilt@cityoffortwayne.org

Instructions for Bidders

1. Bids will be received **Electronically through QuestCDN vBid Online Bidding ONLY**
2. Quote F.O.B. (Freight on Board) Destination if applicable.
3. If Bidder/Proposer has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested, bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.
4. If you are not willing to accept a split award (partial order), your submission must include the statement: "Bidding all or none."

Documents Required

The following documents must be completed, endorsed, and submitted with each bid **electronically through QuestCDN.** Failure to complete and return all documents requested will make your bid incomplete and will result in rejection of your bid by the City of Fort Wayne.
Click "Online Bid" when viewing the ad to access and submit these forms:

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1. Vendor Submission Form
2. Non-Collusion Affirmation

Notice to Bidders

1. The legal document, "Standard Terms & Conditions," may be obtained on the City's website at: Cityoffortwayne.org, Finance & Administration, Purchasing, and Standard Terms.
2. The City of Fort Wayne has the right and option to terminate the agreement upon written notice.
3. Quantities indicated are estimates only. City reserves the right to buy additional units of commodity specified at the quoted price.
4. Any exceptions to the specifications must be clearly set forth in the bid and may result in rejection of bid. It is the bidder's responsibility to show proof that goods being offered are of equal quality to those that were specified. If a specific brand is stated in the specification, a substitution will not be considered unless indicated.
5. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: www.cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.
6. Price Preferences (for Supplies Only): If Bidder wants to claim **price preferences** per Indiana Code 5-22, such as Local Indiana Business, Bidder must indicate the preference on their Vendor Submission Form. No claims for preference will be allowed by Owner after Bid opening.
7. Indiana Code allows procurement agents to consider giving preference to purchasing commodities manufactured in the United States that meet the conditions and specifications defined in the statute. This category includes the U.S. Manufactured and Steel Products Preferences: IC 5-22-15-25 and IC 5-22-15-21. Bidder must indicate the desired preference on their Vendor Submission form. No claims for preference will be allowed by Owner after Bid opening.
8. Indiana Legal Employment: Pursuant to IC 22-5-1.7, Vendors shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that the Vendor does not knowingly employ an unauthorized alien and further affirming that Vendor has enrolled in and is participating in the E-Verify Program.
9. All equipment which runs on electricity will carry the energy star rating whenever possible. Computer equipment, etc., may be selected because it meets this specification over competitors that do not.
10. The owner reserves the right to waive any and all formalities and informalities or to reject any and all Bids. The Owner shall accept Bids which, in their judgment, are deemed in the City's best interest. Bids received after the time set are rejected.
11. All expenses incurred in the preparation of a response to this Request shall be borne by the bidder. In the event the City deems it necessary to cancel any bid, no refunds will be issued to planholders or bidders.
12. All submitted bids shall become the property of the City of Fort Wayne.
13. The City is exempt from the payment of state sales and federal taxes.

14. The City reserves the right to reject any bids. The City's intent is to award to the lowest responsive, responsible bidder.
15. Mercury Free Specification
    Bidders must offer mercury-free alternatives to all products which contain intentionally added mercury (mercury added products) where such alternatives exist. Should such alternatives not be available, bidders must submit with their response a list of products without mercury-free alternatives and an explanation of why alternatives are not available. City reserves the right to reject any and all bids that do not provide mercury-free alternatives or an adequate explanation which city deems acceptable.

Bid Specifications

Purpose

The City of Fort Wayne (City) invites the submission of bids with the intention of awarding a contract to a single bidder to supply and deliver #2 Ultra Low Sulfur Diesel Fuel on an as-needed basis, including during emergencies. This bid is for a one-year contract expected to commence on or about January 1, 2025. The option to extend this contract for a period no longer than the term of the original contract is subject to the agreement of the awarded bidder and the City of Fort Wayne.

The purpose of this bid is to obtain #2 Ultra Low Sulfur Diesel Fuel at competitive rates with a proven supplier that has access to substantial volumes of petroleum products via contractual allocations or direct ownership, has delivery capabilities to ensure business continuity, and able to provide prompt, convenient, reliable service.

Bid Overview

1. Bidder must submit references from their three (3) largest municipal customers in the Midwest Region. References should include the customer's name, contact person, address, phone number, and email address. Negative responses from references or poor performance history may deem the bid non-responsive and disqualify the bidder from award.

2. Bidder must submit a one (1) gallon sample of #2 Ultra Low Sulfur Diesel Fuel prior to the bid opening. The samples must be for the actual fuel product that will be supplied during the contract period. Samples must be properly sealed and labeled and delivered to the City of Fort Wayne Fleet Management Department, 633 Avenue of Autos, Fort Wayne, Indiana 46804. Failure to submit samples prior to the bid opening may result in your bid being considered non-responsive.

3. When ordering, #2 Ultra Low Sulfur Diesel Fuel must be injection blended when loading the tanker. The injection blend method is required in order for your bid to be considered responsive.

4. Bidders are required to completely fill out and upload the Physical Properties Specification Sheets for #2 Ultra Low Sulfur Diesel Fuel Winter/Summer (provided on pages 9-10). These fuel specifications are minimum requirements and are intended to govern the type of fuel purchased. Any exceptions to, or variations from, these basic specifications must be stated. Failure to complete and upload the Physical Properties Specifications Sheets with your bid may result in your bid being considered non-responsive.

5. The City reserves the right to test the quality of all fuel provided under this contract and to return, at the bidder's expense, any product which does not meet minimum requirements as specified in the Physical Properties Specifications. The City also reserves the right to require the bidder supplying fuel that does not meet the Physical Properties Specifications to refund an appropriate amount of the cost of such fuels to the City, plus an appropriate amount of money for any damages to City equipment caused by the off-specification fuels. Such appropriate refund amounts and damage costs will be determined exclusively by the City. In addition, the City reserves the right to require the bidder supplying off-specification fuel to remove and replace the fuel and any required additives at the bidder's expense.

6. Bidders must submit a written statement verifying the amount of storage capacity available in the Fort Wayne area to provide the fuel specified in this bid.

   Bidders must also certify, by a written statement from your prime supplier, that the volume of product specified in this bid is guaranteed to be available during the period of this contract. The prime supplier must be a recognized refinery or terminal and not a jobber distributor. Failure to include both statements may result in your bid being considered non-responsive.

   If fuel allocation occurs at any time during the contract period, Federal Law instructions will supersede this agreement.

7. In emergency situations, (natural disasters, terrorists attacks, etc.), the City should be given top priority for fuel allocation and delivery. Bidder must also provide a written statement proposing alternate fuel sites in case of such emergencies. This statement should include a provision to allow City vehicles to go to Bidder's gas stations and/or the bidder should be capable of setting up remote sites with fueling trucks. Failure to include this information may result in your bid being considered non-responsive.

8. Payment terms: Net 30 days. No surcharges of any type will be allowed during the contract period.

Contract Specifications

1. The bidder shall provide #2 Ultra Low Sulfur Diesel Fuel to the City Fuel Pumps, located at 1705 S. Lafayette Street, Fort Wayne, IN 46803, as may be required during the contract period. It is the intent of the City to award this bid to the lowest responsible and responsive bidder meeting all requirements as outlined in these specifications. Responsible and responsive bids will be determined at the sole discretion of the City by

review of the bid documents and independent test results of the sample products submitted with the bid, along with past performance when applicable. The City reserves the right to award bids to more than one bidder when, in the opinion of the City, it is in the best interest of the City at the sole discretion of the City.

2. Other tax supported governmental agencies and local non-profit organizations may request to purchase off this bid with the agreement of the successful bidder. However, the City is not an agent of, partner to/or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements. Issues of tax-exempt status, to the extent that they are applicable, will have to be addressed between each individual agency and the bidder.

3. The City reserves the right to select the product and/or service provided which best meets its required needs, budget constraints, and quality levels.

4. Nothing herein contained shall be construed as an obligation by the City to order the quantities as stated. The said quantities are estimated amounts based upon anticipated annual usage but are not guaranteed to be exact amounts to be supplied under this Contract.

   Approximate annual quantities (gallons) are as follows:

   City Fleet Management 325,000

5. All #2 Ultra Low Sulfur Diesel Fuel provided must be virgin product. Re-refined product and alcohol are unacceptable.

6. During winter months, approximately October 1 through March 31, #2 Ultra Low Sulfur Diesel Fuel is to have an additive to -30F degree Cold Filter Plug Point (CFPP). #2 Ultra Low Sulfur Diesel Fuel is to be delivered to the specified City location. The City will test the fuel as delivered through an independent laboratory and compare it with the specifications stated in this bid. Failure to meet specifications may deem the bid non-responsive and disqualify the bidder from the award.

7. Fuel product will be ordered on an "as needed" basis at a minimum of 3000 gallons per transport load. Fuel loads will be measured to net volume in agreement with amount of product ordered. Delivery of product must be delivered within one business day after receipt of purchase request. If the successful bidder cannot deliver the fuel product requested for any reason, the City has the option to purchase fuel from another source without violation of contract. The bidder will be liable for any difference in pricing that the City may encounter.

8. The City will accept fuel deliveries between the hours of 7:00 a.m. and 3:00 p.m. M/F. All exceptions to the above will be communicated to the bidder by the City and/or stated in other sections of these specifications.