

# **City of Scottsbluff, Nebraska**

**Tuesday, February 20, 2018**

**Regular Meeting**

## **Item Bids1**

**Council to consider the agreement with Coop for the Fueling Card System for the City of Scottsbluff.**

**Staff Contact: Mark Bohl, Public Works Director**

# Agenda Statement

Item No.

For Meeting of: February 20, 2018

**AGENDA TITLE:** Consideration and approval of Fueling Card System for the City of Scottsbluff.

**SUBMITTED BY:** Mark Bohl, Director of Public Works

**PRESENTATION BY:** Nathan Johnson, City Manager

**SUMMARY EXPLANATION:** RFP's for the fueling card system were received until 11:00 A.M., February 6, 2018. Panhandle Coop was the only vendor submitting a bid proposal. Panhandle Coop has .07 cents off per gallon of cash price, for the city discount, plus additional year end patronage refunds. Panhandle Coop has a tank wagon for off-site delivery and emergency generators in case of emergency situations, per our criteria. Need Council approval to sign fuel contract with Panhandle Coop for three years. The current fuel contract will expire on March 19, 2018.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Council approve Panhandle Coop as the best supplier for the fueling needs of the City of Scottsbluff for pricing and emergency needs; authorize Mayor to sign agreement with them for a three year period, expiring on March 19, 2021.

---

## EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) **X Bid Sheets, Agreement**

**Notification List:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

---



## AGREEMENT

This Agreement is entered into between the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as "City", and the Panhandle Cooperative Association, hereinafter referred to as "Panhandle COOP".

In consideration of the mutual promises of the parties, it is agreed as follows:

1. The City of Scottsbluff agrees to use Panhandle COOP exclusively for all its fuel needs. In this agreement fuel shall include gasoline, gasohol and diesel. The City further agrees to use Panhandle COOP's 24 hour fueling card program for this purpose.
2. Panhandle COOP agrees to provide fuel to the City on a 24 hour per day; 7 day per week basis. Panhandle COOP will provide approximately 100 fuel cards, at no cost to the City, to be used to operate Panhandle COOP's 24 hour fueling card program. The fuel cards can be used at the stations located at 401 South Beltline Highway (Plaza Station) and Avenue B and Highway 26 (North Ampride), in Scottsbluff, Nebraska, for the purchase of fuel.
3. Panhandle COOP agrees to provide all the fuel needs of the City at a discount rate. The cost of the fuel purchased by the City shall be discounted to an amount equal to the Gasoline Federal Tax per gallon, currently .183 cents; the Gasohol and E-85 Federal Tax per gallon, currently .183 cents; and the Diesel Federal Tax per gallon, currently .243 cents. In addition, Panhandle COOP agrees to provide the City fuel at a discount of .07 cents per gallon off the cash pump price
4. Both parties acknowledge the importance of the City being able to access its fuel supply in times of an emergency. In the event of an emergency and power is lost a tankwagon will be available for refueling vehicles/generators in need. In the event of a localized emergency a tankwagon would be available and have gas and diesel available on one truck. Skid tanks and 12 volt pumps are available also. The City agrees to use the above referenced options only in emergency situations . Emergency situations shall be determined by the City in its sole discretion.
5. The term of this Agreement shall be for three (3) years from March 19, 2018. If either party shall violate any of the obligations or duties imposed on it by this Agreement, then the other party shall have the right to terminate this Agreement, provided the party desiring to terminate shall give the other party at least 15 days written notice, specifying the particulars it is claimed have been violated. If, at the end of 15 days, the party notified has not remedied the violation, then this Agreement shall be deemed terminated.

[SIGNATURE PAGE TO FOLLOW]

DATED: \_\_\_\_\_, 2018.

CITY OF SCOTTSBLUFF, NEBRASKA,  
A Municipal Corporation,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

PANHANDLE COOPERATIVE  
ASSOCIATION,

By \_\_\_\_\_

Title: \_\_\_\_\_



## Panhandle Cooperative Association

P.O. Box 2188 • SCOTTSBLUFF, NEBRASKA 69363-2188  
PHONE (308) 632-5301  
FAX (308) 632-5375

www.panhandlecoop.com

Scottsbluff, NE  
Bridgeport, NE  
Alliance, NE  
Dalton, NE  
Kimball, NE  
Torrington, WY  
Burns, WY

City Clerk  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, Nebraska 69361

February 5, 2018

RE: "Fuel Card System"

Dear Sirs,

Please find below our proposal to you based on your criteria.

A) Panhandle Cooperative Association has a vendor card system that can accommodate all the City's needs.

We offer a billing statement for each department  
Each department can have different vehicles attached to that department.

The option for a vehicle number is available (or a 4 digit number)  
This option is asked for at the time of fueling.

The option for an odometer reading is available (or a 6 digit number)  
This option is asked for at the time of fueling.

A listing of cards to vehicles to people can be provided also.

Cards can be locked out for added security.

B) There is **no cost** associated with the cards.

The fuel taxes that the City is exempt will be taken off monthly.  
(a yearly exemption certificate needs to be provided to the Coop, per IRS regs)

1. **CARDS** our 24-hour fueling cards can be provided with one day notice. If card not reading, the magnetic strip may be compromised and a new card would be needed, for faster service, a stop by the corporate office Monday thru Friday 8-5 and a new card will be issued with approximate down time to driver of 10 minutes.
2. **FUEL TAXES** Fuel taxes will be computed monthly and taken off billing statements to appropriate departments.
3. **BILLING** Please find attached a "Sample" vendors monthly main billing statement for the account (which would have any miscellaneous purchases listed also) and with the main statement a listing of vehicles and any information that has been requested (gallons, vehicle number, odometer or other information vendor chooses to input)

4. **EMERGENCY POWER** In the event of an emergency and power is lost a tankwagon will be available for refueling vehicles/generators in need...in the event of a localized emergency a tankwagon would be available and have gas and diesel available on one truck. Skid tanks and 12 volt pumps are available also.
5. **CONTRACT** We also have in lieu of cents off at the pump multi-month locked in price contracts as an added option.
6. **LOCATION** We offer multiple fueling locations:  
**Plaza Station** -401 South Beltline Hwy West, Scottsbluff  
**North Ampride**-3302 Ave B, Scottsbluff  
if the need would arise fuel can be purchased at Kimball and Bridgeport, Nebraska or in Torrington Wyoming.
7. **PRICE** Panhandle Cooperative will offer **.07 off of the cash price or off the posted hiway sign** with a 30 day charge.

#### **PRODUCTS AVAILABLE**

- 85 Octane gasohol
- 87 Octane gasohol
- 91 Premium NO ALCOHOL gasohol
- E-85 105 Octane flex fuel

The gasoline at our locations is Certified **"TOP TIER"** see flyer

- #2 Clear ULSD diesel --in the winter we add a pour depressant for normal winter applications
- Premium Clear ULSD diesel (Roadmaster) in the Summer months that gives you 4.5 5 added power that adds dollars to your bottom line
- #1 Clear ULSD diesel in the winter to blend as needed for the colder weather .
- Ruby Premium dyed diesel(Fieldmaster) for off road applications

The Plaza has large open bays for the larger vehicles to enter and fuel and exit smoothly.

Thanks you for the opportunity to bid your fuel supplies—and also remember year end patronage refunds based on purchases.

Sincerely,



Tammie Winters  
Energy Fuel Coordinator  
Panhandle Cooperative Association  
308-632-5301