

City of Scottsbluff, Nebraska

Tuesday, February 17, 2015

Regular Meeting

Item Bids1

Council to consider approval of the Fueling Card System bid from Panhandle Coop and authorize the Mayor to execute the Agreement.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: February 17, 2015

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

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: RFP's for the fueling card system were received until 11:00 A.M., February 9, 2015. Panhandle Coop has .07 cents off per gallon, for the city discount, plus additional patronage at year end (\$3,805.91 for 2013-2014 year); Western Travel Terminal; cash price on posted price at pump, Westco is a \$.05 discount per gallon. Panhandle Coop has a tank wagon for off-site delivery and emergency generators in case of emergency situations. Western Travel and Westco can do fuel transports in case of emergency. Need council approval to sign fuel contract with Panhandle Coop for three years. The current fuel contract will expire on March 19, 2015.

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 and authorize Mayor to sign agreement with them for a three year period, expiring on March 19, 2018.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) 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, 2015. 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.

DATED: February _____, 2015

CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation,

By _____
Mayor

ATTEST:

City Clerk

PANHANDLE COOPERATIVE ASSOCIATION,

By _____

Title: _____