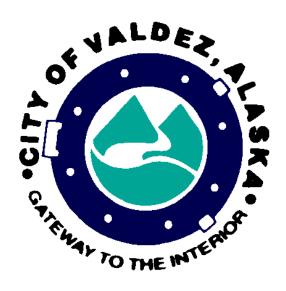
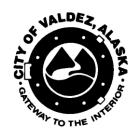
<u>City of Valdez</u> **Request for Proposal**

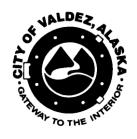


Service Documents Heating Fuel Delivery



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City of Valdez INVITATION TO BID Heating Fuel Delivery

The City of Valdez is requesting proposals from qualified firms or individuals to undertake a <u>TWO</u> year contract, renewable at the City's option for an additional three (3) year term, for delivery of Heating Fuel to all the fuel tanks belonging to the City of Valdez, Valdez City Schools, Valdez Senior Center, and Providence Valdez Medical Center. Specific pour points are set forth in the attachments.

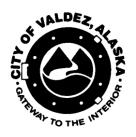
Sealed bids will be accepted until 2:30 pm local time on Thursday, December 20th, 2012 at the office of Capital Facilities, Pioneer Field Suite 204 or P.O. Box 307, Valdez, AK 99686. Bids will be publicly opened and read at that time.

A non-mandatory pre-bid conference will be held the Capital Facilities Office, Pioneer Field, Suite 204 on December 13th, 2012 at 2:30 pm.

Bid documents are available via the City of Valdez website at www.ci.valdez.ak.us.

The City of Valdez reserves the right to waive any irregularities and reject any and all bids.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.



City of Valdez INSTRUCTIONS TO BIDDERS Heating Fuel Delivery

CAUTION:

Your bid may be rejected if it is not properly executed. Check that the following items have been completed to help assure a responsive bid.

- 1. Bid Form
 - a. The Bid Form has been executed and signed
 - b. Addenda(s) have been acknowledged
- 2. Alaska Business License
 - a. A copy of current Alaska Business License must be included with bid
- 3. Initialization
 - a. Your bid may be rejected if it contains any alterations or erasures that are not initialed by the signer of the bid.

GENERAL

Bidders are requested to study and follow these instructions about the method and form for submitting bids to avoid rejection.

Bidders will find all required forms and documents contained within this Invitation to Bid. Please take notice under Required Document for Bid, page 5, as to which forms and documents are required for your bid to be considered.

EXPLANATION TO BIDDERS

Any explanation desired by Bidders regarding the meaning or interpretation of the drawing and specifications must be requested in writing within 5 days prior to bid closing date. All replies or interpretations made will be in the form of an addendum to the specification or drawing and will be furnished to all bidders. The receipt of any addenda must be acknowledged on the appropriate form. Any oral explanation or instructions given before the award of the contract will not be binding.

CONDITIONS AT WORK SITE

Bidders are encouraged to visit the site to ascertain pertinent local conditions such as the location, accessibility and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work performed thereon.

ADDENDA REQUIREMENTS

The bid documents provide for individual acknowledgement of all addenda to the drawing and/or

specifications on the Bid Form. All addenda shall be acknowledged on the Bid Form prior to reading or acceptance of bid. If the bidder receives no addenda, the word "none" shall be shown as specified.

Every effort will be made to assure that all bidders receive addenda when issued. Addenda will be sent to the latest known address of the individual or company requesting bid documents.

SUBMISSION OF BIDS

All bids, including any amendment or withdrawal, must be received at the address shown in the Invitation to Bid no later than the scheduled time of bid opening. Any bid, amendment, or withdrawal that has not been received by the office of Capital Facilities prior to the time of the scheduled bid opening will not be considered and will be returned unopened. All bids are dated, timed and initialed at time of arrival at the City of Valdez.

BIDS MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

BIDS FOR CITY OF VALDEZ

ATTN: Capital Facilities Director

Heating Fuel Delivery City of Valdez

Pioneer Field Ste 201

Date of Opening: December 20th, 2012 Valdez, AK 99686

Time of Opening: 2:30 pm

PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the form, the person signing the bid must initial each erasure or change.

The Bid Form will provide for quotation or price for all items. Bidders must quote on all items. Failure to do so will result in a rejected bid. Alternative bids will not be accepted.

Unless specifically called for, facsimile bids will not be considered. Modification by facsimile of bids already submitted will be considered if received before the bid opening time in the Invitation for Bids. Modification by facsimile is at the risk of the bidder. The Owner makes no warranty as to telephone line or equipment availability or condition. Facsimile modifications shall not reveal the total amount of the original or revised bid. Facsimile number to use is (907) 835-5574.

REQUIRED DOCUMENTS FOR BID

The following listed documents are to be completed and submitted at the time of bidding. Deviation from

these requirements will be grounds for rejection of the bid.

- a. Bid Form with addenda acknowledged
- b. Copy of current Alaska State Business License

REQUIRED DOCUMENTS FOR AWARD OF CONTRACT

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract award and Notice to proceed to be issued expeditiously. These documents must be submitted within ten (10) working days after the date of Notice of Intent to Award is received.

- a. Certificate of Insurance (Naming City of Valdez as "Additional Insured") in the amount of \$1,000,000
- b. If a corporation, Proof of current Registration
- c. Noncollusion Affidavit
- d. Agreement
- e. City of Valdez Business Registration
- f. Executed W-9 Form

BIDDER QUALIFICATIONS

Before a bid is considered for award, the apparent low bidder may be requested to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization, financial resources, and equipments available to be used in performing the contemplated work.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request and must be received prior to the time stated for bid opening. Error on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after is has been opened.

BIDDERS INTERESTED IN MORE THAN ONE BID

If any one party, by or in the name of his or their agent, partner or other person offers more than one bid, all such bids will be rejected. A party who has quoted prices to a bidder is not disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids; to reject the bid of a bidder who has previously failed to perform properly or to complete on time; and to reject the bid of a bidder who is not, in the opinion of the Owner, in a position to perform the contract; or to waive any irregularities or informalities in a bid when such a rejection is in the interest of the Owner.

HIRING OF LOCAL LABOR

The Owner encourages that every Contractor or Subcontractor employ to the maximum extent practical

and allowed by law qualified people who regularly reside in the project area.

This Contract incorporates the provisions of the Alaska Employment Preference Act (AS 36.10). Bidders should acquaint themselves with this Act. If there is any question on the Act or how is applies to this contract, please contact the Department of Labor.

LOCAL BIDDER PREFERENCE

Please note that the Valdez City Code provides for a local bidder preference. It is the contractors responsibility to become familiar with Valdez City Code Section 2.80.060.

Also note that the contractor shall comply with Section 10.06.14, Preference to Local Labor, of the Valdez Standard Specifications and Standard Detail to the maximum extent of the law.

AWARD OF BID

The bid, if awarded will be awarded to the lowest responsive responsible bidder as determined by the terms of the City Code and these documents.

PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held on December 13th, 2012 at 2:30 pm at the Capital Facilities Office, Pioneer Field, Suite 204.

PRE-AWARD CONFERNECE

Before the award of contract, a Pre-Award Conference may be held between the apparent low bidder(s) and the Owner.



City of Valdez SCOPE OF WORK Heating Fuel Delivery

1. Contract

Attached ATTACHMENT A, B, C, & D are the contracts for the City of Valdez Heating Fuel Sales, Valdez City Schools District, Valdez Senior Citizen Center Inc., and Providence Valdez Medical Center. The term of this contract will be from January 21, 2013, to January 20, 2015, with one 3-year extension if executed. It is the bidder's responsibility to become familiar with this contract prior to submitting a bid. Should the bidder not be able to comply with the terms of that contract, the bidder should specify that in his bid. ATTACHMENT E is the combined estimated fuel usage for number 1 and number 2 fuels for the above-mentioned entities. ATTACHMENTS F is the list of tanks, type of fuel used and filling basis.

2. Specifications

Each bidder must submit a specification sheet for each type of fuel to be supplied. The specification sheet should describe in detail the type and quality of heating fuel products to be delivered by the bidder. Bid must also contain written verification of the posted price paid by bidder to his supplier effective on the date of submission of that bid.

3. Price of Fuel

For each fuel product to be supplied the bidder should submit a proposed price according to the criteria listed in the contract. The bidders should familiarize themselves with the contract pricing provisions before submitting a bid.

4. Quantity of Fuel

The quantity of fuel to be supplied by the successful bidder as a result of this contract will be on a "keep full" and "will call/as needed" basis.

5. Regulated Tank Inspections

The City of Valdez has eight (8) regulated tanks which must be inspected each year according to federal regulations. Bidders must be certified in Steel Tank Inspection and be able to perform such inspections yearly. Bidders must provide a copy of this inspection record to the Owner within 15 days of inspection date.

6. Selection of Proposal

The City will evaluate the bids based upon the prices proposed and the specifications of the fuel proposed. The proposed bids will be multiplied by the combined estimated amount of number 1 fuel and number 2 fuel used for all entities mentioned herein. The sum of those figures will then be added together. The estimated lowest cost to the same entities mentioned will be awarded the contract.

7. <u>Bid Procedure</u>

Each bid, together with the required information, shall be sealed in an envelope and marked, "HEATING OIL BID ENCLOSED" and addressed to, City of Valdez, Pioneer Field Suite 201, Valdez, Alaska 99686. Bids will be accepted 2:30pm on December 20th, 2012, at which time they will be opened and read in the conference room of the Capital Facilities Department.

It is the City's intent to use the Competitive Bidding Procedure set forth in Valdez City Code Section 2.80.060. It is each bidder's responsibility to become familiar with that particular code section.

The City reserves the right to reject any and all bids. The City assumes no responsibility for any costs incurred by bidder in preparation of that bidder's proposal. Additional information or questions shall be addressed to Jenessa Ables at the Capital Facilities Department, City of Valdez, P.O. Box 307, Valdez, AK 99686.



City of Valdez BID FORM Heating Fuel Delivery

TO: City of Valdez, hereinafter called "Owner"

PROPOSAL	BY:		, hereina	fter called "Bidder" an i	ndividual doing
business as _			, a partnership	, or a corporation incorp	porated in the State of
	, or a joi	nt venture (s	trike out inapplica	able words), hereby sub	mits this bid and
agrees:					
1.	To hold bid ope	n for thirty (30) days,		
2.		accept the provisions of the Instructions to Bidders,			
3.	To accomplish t	he work in a	accordance with th	e Contract Documents	for the lump sum and
	unit price amou	nts as set for	th in the Bid Sche	dule.	
The Bidders a	acknowledges reco	eipt of the fo	ollowing addenda	and certifies that their co	ontents have been
considered in	the preparation o	f this Bid:			
Adder	ndum Number		Dated	Initials	
Adder	ndum Number		Dated	Initials	
Adder	ndum Number		Dated	Initials	
Respectfully	submitted this	day of _	, 2012		
			BIDDER:		
			Company:		
CORPORATE SEAL		By (Signature):			
			Title:		
			Address:		
ATTEST:			Federal I.D. or S	S.S.N	
		_	Name of Partner	r(s), print or type	
Signature of C	Corp. Secretary				
		-			
Printed Name	,				



City of Valdez Bid Schedule Heating Fuel Delivery

<u>Price</u> The price per U.S. gallon to be paid by Buyer to Seller for heating fuel delivered shall be the base price, which includes all established freight charges for transporting such product to the Buyer's designated delivery point. The price shall be based on OPIS Rack Average Anchorage values for the week prior to bid opening. The base price shall further be adjusted as set forth by the terms of this contract.

Adjustment of Base Price Reflecting Change in Cost to Seller The base price described above will be adjusted in the event of an increase and/or decrease in the cost of fuel paid by the Seller. Both Seller and Buyer recognize that fuel prices may fluctuate at the supplier level. In the event of any change in the cost of fuel to the Seller, upon proof of such change by presentation to the Buyer of (1) appropriate invoices or other acceptable evidence, and (2) written notice from Seller, all increases and/or decreases will be passed on to the Buyer, cent (\$0.01) for cent (\$0.01). The "pass through" of increases or decreases in cost of fuel shall be limited to the purchase price of the fuel to the Seller and shall not include an adjustment for increases or decreases to any other element of the overhead cost of operations of the Seller. Specifically, but without limitations, no adjustments shall be made for increases or decreases in transportation costs and labor costs.

Adjustment to Base Price Based Upon Quality Variance If the Seller is unable to deliver the fuel at the pour point required by the Buyer, the Buyer may, in addition to or in lieu of any other remedy afforded hereunder, choose to reject the fuel that is actually delivered as nonconforming goods under the Uniform Commercial Code, or accept the fuel as nonconforming goods. Acceptance by the Buyer of nonconforming goods shall not necessarily be considered as a choice precluding all other remedies as stated in paragraph 10.

<u>Supply Procedures</u> Seller shall be obligated to furnish the type and quantity of fuel required by Buyer to Buyer's designated delivery points as listed in the Buyer's Invitation to Bid, ATTACHMENT A (attached), plus any additional delivery points added by Buyer during the term of this contract. Delivery of fuel products shall be made on a "keep full" or "will call/as needed" basis. It is expressly understood that Buyer's needs for fuel will vary seasonally, both in terms of type and quantity, of fuel requested, and that Seller will supply the type and quantity of fuel required by Buyer according to Buyer's needs.

<u>Warranty of Quality</u> Seller warrants and represents that the products to be delivered hereunder will conform to the characteristics and conditions of said products in ordinary and customary use of said products.

<u>Terms of Payment</u> The appropriate invoices, including legible meter tickets with tank number and location, shall support all billing.

<u>Taxes</u> All taxes, duties, and inspection fees now or hereafter imposed by federal, state, or local governments, in regard to or measured by the products delivery hereunder or in relation to the delivery, exchange, or inspection of fuel prior to the completion of delivery to Buyer, shall be costs for the account of the Seller.

Seller shall pay for, upon receipt of invoice therefore, any such taxes, duties, or fees legally required to be paid and paid by Seller in respect to the product delivered by the Seller. Should any municipal exemption for heating fuel from excise taxes be discontinued or disallowed by the Internal Revenue Service, Buyer will reimburse the additional taxes incurred to Seller. Buyer will provide its exemption number for any state or federal tax exemptions.

<u>Warranty of Compliance with All Laws and Regulations</u> Seller represents and warrants that it shall be responsible for complying with all appropriate federal, state, municipal, or local government laws and regulations and shall indemnify the Buyer for any and all costs, damages, claims, or other expenses, including legal fees and costs, incurred by reason of the failure of the Seller to comply with such laws or regulations.

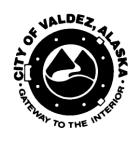
<u>Entirety</u> This contract constitutes the entire understanding of the parties relating to the sale and delivery of the products. There shall be no modification or amendment of this contract except by a writing signed by the Buyer and Seller, the parties to this contract. This contract shall not be modified by any purchase order, acknowledgment, or other printed form issued by the Seller.

<u>Default</u> Upon default by the Seller, defined as the substantial noncompliance with the obligations and requirements imposed under this contract, Buyer may at his discretion choose to terminate this contract as set forth in paragraph 2; sue for damages or in specific performance; or avail itself of any other remedies available under statutes, law, or equity. The choice of Buyer of any particular remedy shall not necessarily be considered as a choice precluding all other remedies or binding Buyer to the remedy chosen.



City of Valdez BID FORM BID SCHEDULE Heating Fuel Delivery

Item No.	Item l	Description	Bid Price per Gallon	OPIS Posted Price	Price Variance From OPIS (Bid Price – OPIS Price)
1.	Heating Fuel #	1			
2.	Heating Fuel #	2 (+10)			
3.	Propane				
Contra	actor:				
By:					
Title:					
Signat	ure:				
Date:					



City of Valdez Special Provisions Heating Fuel Delivery

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SECTION 10 General Statement

The Special Provisions set forth the conditions and requirements unique to his project and are supplemental to and supercede the City of Valdez Standard Specifications and Standard Detail.

SECTION 20 Scope of Work

BASE BID

The Scope of Work of the Base Bid of this Contract shall include providing all labor, materials, tools, permits, equipment, transportation, lodging, supervision and facilities necessary to provide Heating Fuel Delivery and inspection to the appropriate tanks within the City of Valdez.

SECTION 30 Time of Completion

The term of the contract shall be two (2) years with an additional three (3) year renewal option prior to expiration of the contract based upon the original bid amounts.

The contract, if awarded and accepted, will commence on the 21st day of January 2013 and continue until January 20, 2015. Each renewal, if exercised will commence on the day following completion of the previous years' contract and shall have a term of three years.

All work shall be completed in accordance with the Contract Documents according to the schedule set forth in the bid form. All work items listed on the bid form shall be completed according the scheduled frequency as set forth in the Frequency Specifications contained herein unless a written notice of change to the schedule is received from the City of Valdez.

SECTION 40 Special Site Conditions

General

All work sites are in facilities currently operated by the City. The contractor should have visited each site prior to bidding on the work to become familiar with special circumstances at each site. The Bid Form for each area includes a statement of hours that each building is available.

Smoking

There shall be no smoking in any City facility other than in designated smoking areas. Contractor shall inform their employees that they shall not smoke in a City facility other than in designated smoking areas.

Work performed by the contractor shall be performed with as little disruption to the activities of the employees and public as possible. The safety of the public shall always be the highest priority.

SECTION 50 Security Requirements

Several types of security systems are utilized at various City facilities. Contractors are required to acquaint themselves and employees with specific security measures in effect at each facility. All persons entering any City facility after normal closing hours shall have proper identification, i.e., valid drivers license, social security card or company I.D. Some facilities will have "manned" security personnel in conjunction with electronic security. These areas' mandatory security requirements must be strictly

adhered to. The Contractor shall be required to furnish to the Contract Administrator a complete list of all their workers at each building. The list shall show their full name, address, and telephone number(s) and which City building keys are in their possession, if applicable. A log may be required at the work site. If a log is required, the person performing the contract duties shall sign the log each time he/she visits the site.

<u>Unsecured Facility Procedures</u> Maintenance Personnel are advised to not enter a building upon arriving, if after hours of business, and discovering the entrance door(s) to be unsecured. The Police Department shall be notified immediately to investigate for unsafe or dangerous conditions that may exist at the building a pose life-threatening situations for contract employees.

<u>Unauthorized Entry</u> Only maintenance personnel are to be allowed access into the City facility after normal business hours. Visitors, including spouses and children, shall not accompany contract employees into a City facility.

<u>Building Security</u> The Contractor will ensure that outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. All doors are to be locked when the Contractor and his/her employees leave the building.

SECTION 60 Qualifications of Workers

All workers shall be experienced and capable to perform in the fuel delivery and tank inspection work field. The City Contract Administrator may require workers removed from the work site who are deemed objectionable and whose continued employment in City facilities is deemed contrary to the public interest or is inconsistent with the best interest of the City of Valdez and its partners. The Contractor agrees, at all times, to provide competent personnel to perform the specified work in this agreement. At the request of the City Contract Administrator, the Contractor will replace any incompetent, abusive or disorderly person employed by the Contractor.

SECTION 70 City's Contract Administrator

The Invitation to Bid identifies the City's Contract Administrator. Incident, altercations, or accidents involving any employees of the Contractor or employees of the City must be reported to the Contract Administrator in a timely manner. The administrator, at his discretion, may require a written report from the Contractor describing the incident or accident. Upon request and/or necessity, the Contract Administrator will accompany the Contractor to the work areas to further clarify or describe questions or statements.

The City of Valdez reserves the right to call periodic meetings with the Contractor on an as needed basis to discuss or evaluate the performance of the Contractor. The City's Contract Administrator will schedule these meetings.

After hours emergencies should be reported to the Valdez Police Department at 835-4560. Emergencies

or hazardous conditions during business hours must be reported to the Contract Administrator at 835-5478. Examples of problems or emergencies that may arise are vandalism, plumbing malfunctions, spills, safety problems, injuries, etc.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or injuries to bystanders. It is the Contractors responsibility to provide close supervision of any maintenance operation and management at work site.

All problems and any comments or suggestions that were identified shall be reported to the City's Contract Administrator.

SECTION 80 Materials and Supplies

Contractor shall supply all materials, supplies, permits, and tools that are needed for servicing and maintaining fuel-filling equipment.

SECTION 90 Hazardous Waste Generation

Every effort to minimize or eliminate the generation of hazardous waste shall be used by the Contractor in the performance of the work of this contract. Unless there are no substitutions, no hazardous materials shall be used in the performance for the work of this contract.

SECTION 100 Coordination and Scheduling

All work shall be completed in accordance to with the schedule set forth in the Bid Form unless written notification to change the schedule is received from the City. Work shall commence on January 21, 2008.

SECTION 110 Site Preservation, Restoration, Cleanup & Environmental Reporting

The Contractor shall be solely responsible for damage to the public or private property caused by fuel delivery operations. The Contractor shall take all precautions necessary to control dust. The Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damage at the sole expense of the Contractor. All spills or releases of any hazardous substances shall be reported to the appropriate governmental agency as well as notice to the City. The Contractor shall be responsible for all associated cleanup costs.

At all times during the work, the Contractor shall keep the premises clean and orderly. Upon completion of the work the Contractor shall repair any damage caused by equipment and leave the project area free of rubbish or excess materials of any kind.

SECTION 120 Permits

The Contractor shall obtain all licenses and permits that are required to do the work.

SECTION 130 Award of Contract

The award of the Basic Bid contract for the items listed shall be made as a whole. The City will award to the

lowest responsive, responsible bidder.

SECTION 140 Order of Award of Alternative Bids

Additive Alternate and/or Deductive Alternative Bids will be awarded, if any are awarded, in any order determined to be the most advantageous combination by the Owner.

SECTION 150 Payment

Payments shall be in accordance with Section of 10.07, Measurement and Payment, of the City of Valdez Standards and Specifications. All invoices submitted for payment must include contract number. If these numbers are not included, payment may be delayed. Timely payment to the Contractor is contingent upon receipt of invoices by the City's Contract Administrator. Those invoices should be sent to City of Valdez, P.O. Box 307, Valdez, AK 99686, Attn: Heating Fuel Contract. Payments may be withheld on account of defective work, damage to City property done by Contractor or employees, unsatisfactory work, failure to pay suppliers or subcontractors or wages promptly and appropriately, or any other material breach of this contract by the Contractor. Monthly and final payments will be withheld until work is completed or conditions corrected. This final payment schedule applies only if the contract has not been terminated by the City or breached by the Contractor.

SECTION 160 Penalty Terms of Contract

Damages or Losses

Any loss or damage to property in the building or to the building caused by the contractor or its employees shall be promptly repaired or replaced to the satisfaction of the City at the expense of the Contractor. Failure on any part by the Contractor to repair or replace lost or damaged property within forty-eight (48) hours conveys to undisputed authority of the City to call an independent contractor to repair or replace the lost or damaged property and to withhold the total sum from payment on the next billing period. The City will provide an invoice as proof of having incurred a financial obligation, pursuant to this paragraph, to the Contractor. Contractor agrees to accept verbal notice by the City with respect to lost or damaged property and further agrees that the forty-eight (48) hour limitation commences at the time and date of verbal notification.

SECTION 170 City's Right to Terminate Contract

The City may terminate the contract for default per the provisions of Section 5.29 of Division 10 of the City of Valdez Standards and Specifications

SECTION 180 Reference to the City of Valdez Standards and Specifications

The City of Valdez Standard Specifications and Standard Detail, Streets-Drainage-Utilities-Parks dated April

2003 hereafter referred to as CVSS, become a part of the Contract document for the work. All work under the Contract shall comply with the latest edition and addenda to all applicable codes, ordinances, and standards.

It shall be the responsibility of the bidder to prepare his bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform to the intent of the Contract Drawings, CVSS and the

Special Provisions.

SECTION 190 Special Provisions

The Contract Administrator, or appointed designee, must sign all fill slips at the end of each month. Each specified contract should be billed to that specific entity as designated on the Fuel Tank List.



City of Valdez Agreement Attachment A HEATING FUEL DELIVERY

THIS AGREEMENT is made this day of	20 by and between	ı the
CITY OF VALDEZ, ALASKA, hereinafter called OWNER,	, acting through its Mayor, and	
doing business as and individual, r	partnership, joint venture or corporation	
(strike out inapplicable words) located in the State of Alaska	a, hereinafter called the CONTRACTOR	٠.
The Contractor agrees to accept as full and complete paymen	nt for all work to be done in this contract	t for:
Heating Fuel Deliv	ivery	
those per gallon amounts as set forth in the "Bid Form" in the	ne Contract Documents for this Project.	
The Contractor hereby agrees to commence work on this Proin accordance with the Contract Documents by or before Janulisted in the "Table of Contents" herein. All documents liste hereof.	nuary 20, 2015. Said Contract Document	ts are
The Contractor further agrees to pay, as Liquidated Damages for each calendar day in excess of the completion date specifithis project remains incomplete.		

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the Standard General Provisions of the Contract, and to make payments on account thereof as provided in the Standard General Provisions. Disbursement of money by the City of

Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.

City of Valdez AGREEMENT Heating Fuel Delivery Page 2

IN WITNESS WHEREOF, the parties to these presences have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR	CITY OF VALDEZ, ALASKA AUTHORIZED:
	By:
	Dave Cobb, Mayor
By:	Date:
Title:	Attest:
Date:	By:
	Sheri Pierce, City Clerk
Mailing Address	RECOMMENED:
	By:
City, State, Zip Code	John Hozey, City Manager
	Date:
Federal I.D. or S.S.N.	
	By:
	Dean Day, Capital Facilities Director
	Date:
CORPORATE SECRETARY	APPROVED AS TO FORM:
Attest:	
Corporate Secretary	William Walker, Attorney

Valdez City Schools Agreement Attachment B HEATING FUEL DELIVERY

THIS AGREEMENT is made thisday of 20 by and between the VALDEZ CITY SCHOOLS, hereinafter called OWNER, acting through its Superintendent, and
doing business as and individual, partnership, joint venture or corporation (strike out inapplicable words) located in the State of Alaska, hereinafter called the CONTRACTOR.
The Contractor agrees to accept as full and complete payment for all work to be done in this contract for:
Heating Fuel Delivery
those per gallon amounts as set forth in the "Bid Form" in the Contract Documents for this Project.
The Contractor hereby agrees to commence work on this Project on January 21, 2013 to complete all work in accordance with the Contract Documents by or before January 20, 2015. Said Contract Documents are listed in the "Table of Contents" herein. All documents listed therein are by this reference made a part hereof.
The Contractor further agrees to pay, as Liquidated Damages, the sum of five hundred dollars (\$500.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.
The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and

deductions, as provided in the Standard General Provisions of the Contract, and to make payments on account thereof as provided in the Standard General Provisions. Disbursement of money by the City of

Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.

Valdez City Schools AGREEMENT Heating Fuel Delivery Page 2

IN WITNESS WHEREOF, the parties to these presences have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR	VALDEZ CITY SCHOOLS, ALASKA AUTHORIZED:
	By: Amber Cockerham, Business Manager
By:	Date:
Title:	Attest:
Date:	By:
Mailing Address	RECOMMENED:
City, State, Zip Code	By: Jacob Jensen, Superintendent
Federal I.D. or S.S.N.	Date:
CORPORATE SECRETARY	APPROVED AS TO FORM:
Attest:	
Corporate Secretary	

Valdez Senior Citizens Center, Inc. Agreement Attachment C HEATING FUEL DELIVERY

THIS AGREEMENT is made this day of 20 by and between the VALDEZ SENIOR CITIZENS CENTER, INC. hereinafter called OWNER, acting through its Director, and doing business as and individual, partnership, joint venture or corporation (strike out inapplicable words) located in the State of Alaska, hereinafter called the CONTRACTOR.
The Contractor agrees to accept as full and complete payment for all work to be done in this contract for:
Heating Fuel Delivery
those per gallon amounts as set forth in the "Bid Form" in the Contract Documents for this Project.
The Contractor hereby agrees to commence work on this Project on January 21, 2013 to complete all work in accordance with the Contract Documents by or before January 20, 2015. Said Contract Documents are listed in the "Table of Contents" herein. All documents listed therein are by this reference made a part hereof.
The Contractor further agrees to pay, as Liquidated Damages, the sum of five hundred dollars (\$500.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.
The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and

deductions, as provided in the Standard General Provisions of the Contract, and to make payments on account thereof as provided in the Standard General Provisions. Disbursement of money by the City of

Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.

Valdez Senior Citizens Center, Inc. AGREEMENT Heating Fuel Delivery Page 2

IN WITNESS WHEREOF, the parties to these presences have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR	AUTHORIZED:
	· · · · · · · · · · · · · · · · · · ·
	Board President
By:	Date:
Title:	Attest:
Date:	By:
Mailing Address	RECOMMENED:
City, State, Zip Code	By: Wanda Clark, General Manager
Federal I.D. or S.S.N.	Date:
rederal I.D. of S.S.N.	
CORPORATE SECRETARY	APPROVED AS TO FORM:
Attest:	
Corporate Secretary	

Providence Valdez Medical Center Agreement Attachment D HEATING FUEL DELIVERY

THIS AGREEMENT is made this	day of	20	_ by and between the
PROVIDENCE VALDEZ MEDICAL (
anddoing bus	siness as and individu	ual, partnership, joint	venture or corporation
(strike out inapplicable words) located	in the State of Alaska	a, hereinafter called th	e CONTRACTOR.
The Contractor agrees to accept as full	and complete payments Heating Fuel Deli		one in this contract for:
those per gallon amounts as set forth in	the "Bid Form" in th	ne Contract Document	s for this Project.
The Contractor hereby agrees to commo		•	1

The Contractor hereby agrees to commence work on this Project on January 21, 2013 to complete all work in accordance with the Contract Documents by or before January 20, 2015. Said Contract Documents are listed in the "Table of Contents" herein. All documents listed therein are by this reference made a part hereof.

The Contractor further agrees to pay, as Liquidated Damages, the sum of five hundred dollars (\$500.00) for each calendar day in excess of the completion date specified in the written Notice to Proceed in which this project remains incomplete.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the Standard General Provisions of the Contract, and to make payments on account thereof as provided in the Standard General Provisions. Disbursement of money by the City of Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.

Providence Valdez Medical Center AGREEMENT Heating Fuel Delivery Page 2

IN WITNESS WHEREOF, the parties to these presences have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR	Providence Valdez Medical Center AUTHORIZED:
	By:
	CEO
By:	Date:
Title:	_ Attest:
Date:	By:
Mailing Address	RECOMMENED:
	By:
City, State, Zip Code	Chief Operating Officer
	Date:
Federal I.D. or S.S.N.	
CORPORATE SECRETARY	APPROVED AS TO FORM:
Attest:	
Corporate Secretary	



CITY OF VALDEZ CORPORATE ACKNOWLEDGEMENT Heating Fuel Delivery

(To be filled in when Contract is ex	Recuted on behalf of a Corporation:	
UNITED STATES OF AMERICA))ss.	
STATE OF ALASKA)	
The foregoing instrument w	vas acknowledged before me this day of	20
(Name of Office)	(Title of Officer)	
(Name of Company ion)		
(Name of Corporation)		
	orporation, on behalf of said Corporation.	
(State of Incorporation)		
Notary Public		
My commission expires:		



CITY OF VALDEZ NONCOLLUSION AFFIDAVIT Heating Fuel Delivery

I,	, of		, being duly sworn to depose and state:
	-		per, a bidder on the Contract to be awarded of the project designated as:
	Неа	nting Fuel Delive	ry
	any collusion, or of		ctly or indirectly, entered into any y action in restraint of free competitive
Signature:		-	
Subscribed and sworn this	day of	20	
Notary Public			
My Commission Expires: _			



CITY OF VALDEZ CONTRACT RELEASE Heating Fuel Delivery

The undersigned, _______ for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the City of Valdez, Alaska, a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages, and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following contract:

Heating Fuel Delivery

The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of <u>Witt v. Watkins</u>, 579 p.2d 1065 (Alaska 1978).

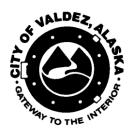
The undersigned further agrees to defend, indemnify and to hold harmless the City of Valdez against any claims, liens, or caused of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of make a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.

CITY OF VALDEZ CONTRACT RELEASE Heating Fuel Delivery Page 2

IN WITNESS WHEREOF, I have hereunto set my	hand and seal thisday of 20_	·
	COMPANY	
	SIGNATURE	
	TITLE	
STATE OF ALASKA))ss. THIRD JUDICIAL DISTRICT)		
THIS IS TO CERTIFY that on this day of for the State of Alaska, personally appeared	of	
, kn acknowledged to me that he has read the foregoing and correct to the best of his knowledge and belief, the uses and purposes therein mentioned, and that he document according to the Bylaws or by Resolution	, and that he signed the same freely and voluntar he was duly authorized to execute the foregoing	true rily for
WITNESS my hand and notary seal this	day of 20	
	y Public in and for Alaska ommission expires:	



City of Valdez Heating Fuel Delivery Attachment E

2012 estimated fuel usage for City of Valdez facilities combining both #1 and #2 fuel-165,206 gallons; not to include Schools, Hospital or Senior Center.

2012 Propane usage for City of Valdez Animal Shelter from January 1 to October 31—4574.3 gallons