

1 **BILL NO. S-22-07-17**

2 SPECIAL ORDINANCE NO. S-_____

3 AN ORDINANCE approving 2023 BULK DIESEL FUEL
4 PURCHASE FOR THE FLEET DEPARTMENT FOR
5 USE BY ALL CITY DEPARTMENTS - \$1,215,000.00
6 by the City of Fort Wayne, Indiana, by and through its
Department of Purchasing and AG PLUS for the Fleet
Operations Department.

7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
8 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

9 **SECTION 1.** That the 2023 BULK DIESEL FUEL PURCHASE FOR
10 THE FLEET DEPARTMENT FOR USE BY ALL CITY DEPARTMENTS -
11 \$1,215,000.00 by and between the City of Fort Wayne, by and through its
12 Department of Purchasing and AG PLUS for the Fleet Operations, respectfully for:
13

14 THE PURCHASE OF 270,000 GALLONS OF DIESEL FUEL
15 FOR BULK TANK USE

16 involving a total not to exceed cost of ONE MILLION TWO HUNDRED FIFTEEN
17 THOUSAND AND 00/100 DOLLARS – (\$1,215,000.00). A copy of said Contract is
18 on file with the Office of the City Clerk and made available for public inspection,
according to law.

19 **SECTION 2.** That this Ordinance shall be in full force and effect from
20 and after its passage and any and all necessary approval by the Mayor.
21

22 _____
23 Council Member

24 APPROVED AS TO FORM AND LEGALITY

25 _____
26 Malak Heiny, City Attorney
27
28
29
30



Fixed Price Fuel Contract

Customer / Buyer: **Fort Wayne Fleet**
Address: **1705 Lafayette St.**
Fort Wayne, IN.

Acct#: **266142**
Phone #: **260-427-5291**
260-427-1155

This agreement entered into on this **18th day of July**, by and between Ag Plus Inc. (seller) and the above Customer / Buyer shall be binding for the length of the contract and subject to the laws of Indiana.

The buyer agrees to purchase from the seller **270,000 Gallons of PDX-4 On Rd. Diesel Fuel at a Base Price of \$4.500.**
22,500 Gallons per month for 12 consecutive months. Price does not include any applicable taxes.

Fuel will be purchased in accordance with the following terms and conditions:

- 1) Seller agrees to make available the product in such reasonable quantities and at such reasonable times as requested by the buyer. Buyer shall comply with all requirements of federal, state, and local regulations with regard to storing and dispensing motor fuel. Buyer shall indemnify seller and hold it harmless for penalty, loss, liability, or expense in connection with buyer's obligations.
- 2) All products delivered by Seller and sold to Buyer pursuant to this Agreement shall conform to the quality specifications mutually agreed upon by the parties for such products which are commercially acceptable.
- 3) Buyer agrees to take delivery of all contract gallons between **January 1, 2023, to December 31st, 2023.**
- 4) Contract gallons are not transferable to any other entity without sellers' written consent.
- 5) **All products contracted for delivery by the Buyer must be received within the designated delivery time. Products not taken shall be forfeited. In addition, the buyer will be invoiced the difference between the contract price and the first 5-day average price for the month following the contract period on all undelivered gallons. If the contract price is lower of the two, no charge will apply, and no refund will be granted.**
- 6) All contracts will be considered executed when placed verbally with an authorized agent of Ag Plus. A confirmation of the verbal agreement will be sent by mail, email, or fax. Confirmations are required to be returned within 10 days of the agreement date.
- 7) Full contract value becomes immediately due in the event the buyers account becomes 60 days past due. Nothing contained in this agreement shall excuse buyer from paying seller, when due, any amounts payable under this agreement.
- 8) If there is a breach of this agreement, the parties hereby agree that all reasonable cost of collections and attorney fees may be added to the amount owed including finance charge at the usual a customary rate.
- 9) Either party's failure to perform under the terms and conditions of this Agreement, in whole or in part, will not be deemed a breach or a default hereunder or give rise to any liability of either party to the other if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, war, sabotage, accident, actions by governmental authority, or other conditions beyond the reasonable control of the other party.
- 10) Any modification of this agreement or additional obligations assumed by either party shall be binding only if evidenced in writing signed by each party or authorized representative of each party. This agreement constitutes the entire agreement of the parties and supersedes any prior written or oral agreements between the parties with respect to this matter.
- 11) Buyer enters this fixed contract and the risk associated with it at their own discretion.
- 12) Diesel fuel will be invoiced an additional **\$.075** cents per gallon during winter months for cold flow additive.
- 13) An electronic copy of this agreement with signatures shall be considered an original.
- 14) **Due to Market Pricing fluctuations of Bio Diesel. Ag Plus reserves the right to deliver all gallons as Non-Bio Diesel. Bio Diesel blends may be priced at "Market Price" for the Bio % at the time of delivery. Bio may raise or lower fuel cost.**

Sample

7/18/22

Buyer Name (Printed)/ Title

Date

Tim Deardorff Energy Manager
440 Mourey St.
New Haven, IN 46774

Date

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs, BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	2023 Bulk Diesel
Awarded To	AG Plus (Countrymark)
Amount	Not to exceed \$1,215,000 (plus applicable taxes) for 270,000 gallons
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	
Number of Bidders	NA
Required Attachments	Dept Memo

EXTENSIONS

Date Last Bid Out	
# Extensions Granted To Date	

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	
Sole Source/ Compatibility Justification	Unique opportunity for savings IC 5-22-10-5

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	☐ Yes ☐ No <i>If no, explain below</i>
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	2023 not to exceed \$4.50/gal 2022 \$2.52/gal 2021 ~\$2.00/gal 2020 ~ \$2.00/gal
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Supply of bulk diesel fuel for 2023 budget year
	Approval of this "not to exceed" amount will secure the 2023 budget

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	Seeking Council approval for a contract price not to exceed \$4.50 (plus taxes) per gallon of 270,000 gallons of diesel. Purchasing is expecting to contract at a more favorable rate upon Council final approval.

FUNDING SOURCE

<i>Account Information.</i>	Fleet Maintenance budget line