

**CITY OF UNALASKA  
REQUEST FOR QUOTES  
FY23 FUELS, LUBRICATING OILS, SUPPORT SUPPLIES, AND WASTE OIL DISPOSAL SERVICES  
MAY 23, 2022**

**GENERAL:**

The City of Unalaska is seeking quotes from Fuel and Lubricating Oil dealers and Waste Oil Disposal service providers to supply the City's Heating Oil, Diesel Engine Fuels, Unleaded Gasoline, Lubricating Oils, and Miscellaneous Support Supplies, and to provide Waste Oil Disposal services. This Request for Quotes (RFQ) is made in order to enter into a one-year Agreement, from July 1, 2022 to June 30, 2023, with an option for two (2) one (1) year extensions if requested by the City. Products must meet the specifications and requirements described in this RFQ. Quotes must be submitted on the attached Quote Proposal Form and must specify the unit price for each item. Proposers may quote on individual items in this RFQ, and the City reserves the right to award separate contracts on individual items if the City determines it is in its best interest to do so.

The "Estimated Annual Use" is for informational purposes only and does not commit the City to meet these standards. Also, facilities may be added or removed from the schedule at any time by the City of Unalaska.

**SUBMITTAL:**

Quotes must be submitted on the attached Quote Proposal Form and received at the following location/address no later than 2:00 p.m. local time on Friday, June 24, 2022.

Office of the City Clerk  
Unalaska City Hall  
43 Raven Way  
PO Box 610  
Unalaska, Alaska 99685-610  
Phone: (907) 581-1251

Quotes must be submitted in a sealed envelope clearly labeled "Fuel/Oil/Support Supplies Contract Quote". Questions regarding this RFQ should be directed to Lori Gregory at the Department of Public Works via email to [lgregory@ci.unalaska.ak.us](mailto:lgregory@ci.unalaska.ak.us).

**FUEL PRICING:**

**Quotes shall be provided on the attached Quote Proposal Form for each of the following items defining the amount above *OPIS Seattle Average Wholesale Price published Thursday, June 16, 2022*, that will be charged. This amount is known as the "Differential". The Differential is to be entered on the Quote Proposal Form.**

For **Ultra Low Sulfur Diesel Fuel #2** (Bid Items 1 & 4), proposers must submit the differential price based on the OPIS Seattle Average Wholesale Price for Ultra Low Sulfur Diesel Fuel #2 from the week ending the previous Sunday, published Thursday June 16, 2022 (*OPIS Base Price*). The price

paid for fuel shall be the *OPIS Base Price* for Ultra Low Sulfur Diesel Fuel #2 two weeks prior to the date of delivery to the City plus the stated differential.

For **Unleaded Gasoline** (Bid Items 5 & 6), proposers must submit the differential price based on the OPIS Seattle Average Wholesale Price for Unleaded Gasoline from the week ending the previous Sunday, published the previous week Thursday's (*OPIS Base Price*). The price paid for fuel shall be the *OPIS Base Price* for Unleaded Gasoline two weeks prior to the date of delivery to the City plus the stated differential.

For **Heating Fuel #1** (Bid Item 7), proposers must submit the differential price based on the OPIS Seattle Average Wholesale Price for Ultra Low Sulfur #1 Heating Oil from the week ending the previous Sunday, published the previous week Thursday's (*OPIS Base Price*). The price paid for fuel shall be the *OPIS Base Price* for Ultra Low Sulfur #1 Heating Oil two weeks prior to the date of delivery to the City plus the stated differential.

For lubricating oils and support supplies (items 8 through 11), the price paid by the City will be increased or decreased from the bid price by an amount equal to the difference between the "jobber" posted price as of May 31, 2022, for the applicable product and the "jobber" posted price for the same product fourteen days prior to the date of delivery to the City.

Upon contract award, the supplier shall provide the City weekly documentation for the price charged for Items 1 through 7, showing how the current price for products is calculated from the appropriate OPIS price and **including OPIS postings as back up**. For Items 8 through 10, the supplier shall notify the City prior to price changes affecting items covered by the contract and provide copies of such "jobber" postings. For Item 11, supplier will provide 15 days advance notice of any price change.

## **PRODUCT SPECIFICATIONS AND REQUIREMENTS**

### **Item 1: Diesel Fuel—Power House**

Fuel shall be ultra low sulfur #2 diesel and meet the ASTM Industry Standards for ultra low sulfur #2 diesel properly treated for local climate conditions with a sulfur content of 15 ppm or less, and equal to or less than .17 percent by weight. Fuel must be delivered to the Power House, 1700 East Point Road, by truck in accordance with a schedule provided by the power plant operator. The fuel will contain no Jet-A fuel or fuel with the same ASTM Standards as Jet-A. **The supplier shall provide monthly certified test results to the City which includes the following: ASTM D4294, Total Sulfur by Weight; ASTM D4052, API; and ASTM D93A, Deg. C / Deg. F Flash. Samples shall be taken from the Power House and the Power Module storage tanks. The City also reserves the right to pull random samples (not to exceed twice monthly) at the Power House and generation module storage tanks and the supplier's storage tanks with shipping and sulfur analysis cost provided by the supplier.**

### **Item 2: Diesel Fuel—Power Module**

Fuel shall be ultra low sulfur #2 diesel and meet the ASTM Industry Standards for ultra low sulfur #2 diesel properly treated for local climate conditions with a sulfur content of 15 ppm or less, and equal to or less than .17 percent by weight. Fuel must be delivered to the Power Module, located at the Department of Public Utilities (City Shop) at 1035 East Broadway, by truck in

*Request for Quotes*

*FY23 Fuel, Lubricating Oils, Support Supplies, and Waste Oil Disposal*

*Page 2 of 4*

accordance with a schedule provided by the power plant operator. The fuel will contain no Jet-A fuel or fuel with the same ASTM Standards as Jet-A. **The supplier shall provide monthly certified test results to the City as described in Item 1, above.**

**Item 3: Diesel Fuel—Heavy Mobile Equipment**

Fuel shall be grade #2 and meet the commercial grade and quality standards for #2 mobile equipment diesel fuel properly treated for local climate conditions. Fuel must be delivered to the Department of Public Works (City Shop) at 1035 East Broadway.

**Item 4: Diesel Fuel—Highway Ultra Low Sulfur**

Fuel shall be ultra low sulfur #2 diesel and meet the quality standard for ultra low sulfur #2 diesel fuel properly treated for local climate conditions. Fuel must be delivered to the Department of Public Works (City Shop) at 1035 East Broadway.

**Item 5: Unleaded Highway Gasoline**

Unleaded fuel will be used in City automobiles and pickup trucks. Fuel shall meet all regulatory requirements for commercial unleaded gasoline. Gasoline must be delivered to the Department of Public Works (City Shop) at 1035 East Broadway.

**Item 6: Unleaded Marine Gasoline**

Unleaded fuel will be used in the City Rescue Vessel. Fuel shall meet all regulatory requirements for marine unleaded gasoline. Gasoline must be delivered dockside to the Department of Ports and Harbors by truck or pipeline (specify method on bid form).

**Item 7: #1 Heating Oil**

Heating oil shall be grade #1 and meet the commercial grade and quality standards for #1 heating oil properly treated for local climate conditions. Heating oil must be delivered to the City facilities listed on bid form attached on an automatic refill basis, except for City Housing. City Housing will be fueled per the City's request.

- A. A back charge of \$500 will be assessed each time a heating fuel tank is allowed to run dry.
- B. In the event one or more heating fuel tanks are allowed to run dry, the City may, at their sole discretion, terminate heating oil contract and establish service with the next higher bidder.

**Item 8: Power House Generator Engine Lubricating Oil**

These oils will be used in diesel fueled, large bore generator engines. Quotes shall include specification sheets as back up. Supplier will provide sampler kits and mailers for the City's use upon request. Oil must be delivered to the Power House.

- A. For the Caterpillar engines, oil shall be Mobil Delvac MX 15-40. Cat DEO 15W-40 may be substituted for the Delvac MX 15-40, however, **no other substitutions will be allowed.**
- B. For the Wärtsilä engines, oil shall be Mobil ADL40. **No substitutions are allowed.**

*Request for Quotes*

*FY23 Fuel, Lubricating Oils, Support Supplies, and Waste Oil Disposal*

*Page 3 of 4*

**Item 9: Vehicle Engine Lubricating Oils**

These oils will be used in diesel and gasoline vehicle and mobile equipment engines and may require pumping into our system. Supplier will provide sampler kits and mailers for the City's use upon request. Oil must be delivered to the Department of Public Works (City Shop) at 1035 East Broadway.

- A. Oil shall be SAE 30, Chevron Delo 400.
- B. Oil shall be SAE 15-40, Chevron Delo 400.
- C. Hydraulic oil, Chevron ISO 32 or equivalent.

**Item 10: Support Supplies**

Support supplies include commercial quality oils, lubricants, coolants, cleaners, and absorbent pads as detailed on the Bid Form. These supplies must be delivered to the Department of Public Works or other City of Unalaska Department or Division location as requested at the time the order is placed.

**Item 11: Used Oil Disposal**

Drums of used engine oil will be picked up at the Department of Public Works, Power House, or Department of Ports and Harbors, as specified at the time of the service request, and properly disposed of by the Supplier.

**CONTRACT**

A one year contract with a renewal option is expected to be executed by June 30, 2022, with an effective date of July 1, 2022. Before award, the Supplier will be required to furnish to the City certificates of insurance and a copy of their SPCC Plan.

**CITY OF UNALASKA**  
**FY2023 FUEL/LUBRICATING OIL/SUPPORT SUPPLIES CONTRACT**  
**QUOTE PROPOSAL FORM**

ITEM NO.	DESCRIPTION	TANK/CONTAINER SIZE	EST. ANNUAL USE	DIFFERENTIAL
1	Ultra Low Sulfur #2 Diesel Fuel-Power House	25,000 gallons	2,920,000 gal.	\$
2	Ultra Low Sulfur #2 Diesel Fuel-Power Module	5,000 gallons	130,000 gal.	\$
3	#2 Diesel Fuel-Heavy Mobile Equipment	4,000 gallons	45,000 gal.	\$
4	Ultra Low Sulfur #2 Diesel Fuel-Highway Diesel	44 gallons	500 gal.	\$
5	Unleaded Gasoline - Highway	2,000 gallons	33,000 gal.	\$
6	Unleaded Gasoline - Marine	150 gallons	1,200 gal.	\$
7	#1 Heating Oil	Various Sizes	208,550 gal.	\$

ITEM NO.	DESCRIPTION	CONTAINER SIZE	EST. ANNUAL USE	PROPOSED PRICE
<b>8</b>	<b>Powerhouse Generator Engine Lubricating Oil</b>			
	Generator Eng. Oil, Mobil MX 15-40	55 gallon drum	3,800 gal	
	Generator Eng. Oil, Cat DEO 15W-40	55 gallon drum	3,800 gal	
	Generator Eng. Oil, Mobil ADL 40	55 gallon drum	7,000 gal.	
<b>9</b>	<b>Vehicle Engine Lubricating Oil</b>			
	SAE 30, Chevron	55 gallon drum	1,200 gal.	
	SAE 15-40, Chevron	55 gallon drum	700 gal.	
	Hydraulic ISO 32, Chevron	55 gallon drum	500 gal.	
<b>10</b>	<b>Support Supplies</b>			
	Extended Life Coolant (Ethylene Glycol 50/50)	55 gallon drum	150 gal.	
	Triafrost 50/50 Propylene Glycol	250 gallon tote	250 gal.	
	5W30 Engine Oil	55 gallon drum	165 gal.	
	5W30 Engine Oil	1 quart container	48 each	
	10W30 Engine Oil	1 quart container	48 each	
	SAE 15-40, Chevron	1 quart container	48 each	
	5W20 Engine Oil	1 quart container	48 each	
	5W20 Engine Oil	55 gallon drum	165 gal.	
	Chevron 1000 THF	55 gallon drum	150 gal.	
	Chevron 1000 THF	5 gallon pail	50 gal.	
	Chevron Synthetic Automatic Transmission Fluid-Heavy	55 gallon drum	150 gal.	
	80-90 wt gear lube	1/4 drum	6 each	
	Cleaning Solvent	55 gallon drum	300 gal	
	Cleaning Solvent	5 gallon pail	200 gal	
	Super Red Plus	5 gallon pail	8 each	
	Super Red Plus	1 gallon container	12 each	
	Oil absorbent pads	100-pad bundle	30 bundles	
	Starplex Grease	1/4 barrel	6 each	
	Pencool 3000	5 gallon pail	20 each	
	Pencool 2000	5 gallon pail	30 each	
<b>11</b>	<b>Used Oil Disposal</b>			
	Used Engine Oil	55 gallon drum	100 drums	

**Company Name:**

---

**Mailing Address:**

---

**Email Address:**

---

**Name of Authorized Representative (*Printed*):**

---

**Signature:**

**Date:**

---

**ADDENDA:** Bidder hereby acknowledges that it has received Addenda No's \_\_\_\_\_, \_\_\_\_\_ (*Insert Addendum numbers*)

## FY2023 FUEL & SUPPORT SUPPLIES AGREEMENT

THIS AGREEMENT is entered into on this 1<sup>st</sup> day of July, 2022, between the City of Unalaska (hereinafter referred to as "the City") and \_\_\_\_\_ (hereinafter referred to as "Supplier"). In consideration of the mutual understandings and agreements contained herein, the City and Supplier agree as follows:

1. **Diesel Fuel – Powerhouse.** Supplier shall provide diesel fuel to the City for engines used in power generation under the following terms and conditions:

A. The diesel fuel shall be delivered by Supplier to the City at the City's Power House, 1700 East Point Road, as needed by the City.

B. Fuel shall be ultra low sulfur #2 diesel and meet the ASTM Industry Standards for ultra low sulfur #2 diesel properly treated for local climate conditions with a sulfur content of 15 ppm or less, and equal to or less than .17 percent by weight. Fuel must be delivered to the City Power House by truck in accordance with a schedule provided by the power plant operator. The fuel shall contain no Jet-A fuel or fuel with the same ASTM Standards as Jet-A. Supplier shall provide monthly certified test results to the City that include the following: ASTM D4294, Total Sulfur by Weight; ASTM D4052, API; and ASTM D93A, Deg. C / Deg. F Flash. Samples shall be taken from the Power House storage tank. The City also reserves the right to conduct random samples (not to exceed twice monthly) at the City Power House storage tank and Supplier's storage tanks. Shipping and sulfur analysis shall be the Supplier's responsibility.

C. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay in a price differential of \$\_\_\_\_\_ for the above-described ultra low sulfur #2 diesel fuel FOB the City Power House.

2. **Diesel Fuel – Power Module.** Supplier shall provide diesel fuel to the City for engines used in power generation under the following terms and conditions:

A. The diesel fuel shall be delivered by Supplier to the City at the City's Power Module at the Department of Public Utilities (City Shop), 1035 East Broadway, as needed by the City.

B. Fuel shall be ultra low sulfur #2 diesel and meet the ASTM Industry Standards for ultra low sulfur #2 diesel properly treated for local climate conditions with a sulfur content of 15 ppm or less, and equal to or less than .17 percent by weight. Fuel must be delivered to the Unalaska Power Module by truck in accordance with a schedule provided by the power plant operator. The fuel shall contain no Jet-A fuel or fuel with the same ASTM Standards as Jet-A. Supplier shall provide monthly certified test results to the City that include the following: ASTM D4294, Total Sulfur by Weight; ASTM D4052, API; and ASTM D93A, Deg. C / Deg. F Flash. Samples shall be taken from the Power Module storage tank. The City also reserves the right to conduct random samples (not to exceed twice monthly) at the Power Module storage tank and



Supplier's storage tanks. Shipping and sulfur analysis shall be the Supplier's responsibility.

C. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay in a price differential of \$\_\_\_\_\_ for the above-described ultra low sulfur #2 diesel fuel the Power Module.

3. **Diesel Fuel – Heavy Mobile Equipment.** Supplier shall provide diesel fuel to the City to use for heavy mobile equipment under the following terms and conditions:

A. The diesel fuel shall be delivered by Supplier to the City at the City's Department of Public Works (City Shop), 1035 East Broadway, as needed by the City.

B. The diesel fuel for heavy mobile equipment shall be Grade #2 that meets the commercial grade and quality standards for #2 equipment diesel fuel properly treated for local climate conditions.

C. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay a price differential of \$\_\_\_\_\_ for the above-described ultra low sulfur #2 diesel fuel FOB the Department of Public Works.

4. **Diesel Fuel – Highway Ultra Low Sulfur.** Supplier shall provide ultra low sulfur #2 diesel fuel to the City to use for highway diesel under the following terms and conditions:

A. The diesel fuel shall be delivered by Supplier to the City at the Supplier's Loading Rack or other specified and agreed upon location within thirty (30) minutes of order placement by the City.

B. The diesel fuel for heavy mobile equipment shall be Grade #2 that meets the commercial grade and quality standards for #2 equipment diesel fuel properly treated for local climate conditions.

C. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay a price differential of \$\_\_\_\_\_ for the above-described ultra low sulfur #2 diesel fuel FOB the Department of Public Works.

5. **Unleaded Highway Gasoline.** Supplier shall provide unleaded highway gasoline to the City under the following terms and conditions:

A. Supplier shall provide unleaded gasoline to the City FOB the Department of Public Works (City Shop), 1035 East Broadway, as required by the City.

B. The unleaded gasoline shall be suitable for use as fuel for automobiles and pickup trucks. The automobile fuel shall meet all regulatory requirements for commercial, regular unleaded gasoline.

C. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay in a price differential of \$\_\_\_\_\_ for the above-described unleaded highway gasoline FOB the Department of Public Works.

6. **Unleaded Marine Gasoline.** Supplier shall provide unleaded marine gasoline to the City under the following terms and conditions:

A. Supplier shall provide marine gasoline to the City FOB Supplier's dock as required by the City.

B. The marine gasoline shall be unleaded gasoline suitable for use as fuel for marine engines. The marine gasoline shall meet all regulatory requirements for commercial, regular unleaded gasoline.

C. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay in a price differential of \$\_\_\_\_\_ for the above-described unleaded marine gasoline FOB the Supplier's dock.

7. **#1 Heating Oil.** Supplier shall provide heating oil to the City under the following terms and conditions:

A. Supplier shall provide #1 heating oil to the City FOB the City facilities specified forming Item 7.B.

B. The heating oil shall be Grade #1 that meets the commercial grade and quality standards for #1 heating oil properly treated for local climate conditions. Timely delivery of this fuel is required. There will be a back charge of \$500.00 for each instance a tank is allowed to run dry. The heating oil shall be delivered by Supplier to the following City facilities on an automatic refill basis:

- (1) City Hall
- (2) Department of Public Safety
- (3) Amaknak Island Fire Garage
- (4) PCR Building
- (5) Burma Road Chapel
- (6) Library
- (7) Henry Swanson House
- (8) DPW/DPU (City Shop)
- (9) Wash Building
- (10) Supply Warehouse
- (11) Pyramid Water Treatment Plant
- (12) Agnes Beach PRV

- (13) Icy Creek Reservoir Control House
- (14) Unalaska Pump Control House
- (15) Unalaska Chlorine Plant
- (16) Nirvana Pump Station
- (17) Water EOD Building
- (18) Wastewater Treatment Plant
- (19) Landfill Baler Building
- (20) Airport Terminal
- (21) Carl E. Moses Office Building
- (22) City Housing – 8-Plex – 18 Ptarmigan Drive
- (23) City Housing – 4-Plex – 63 Loop Road

C. The heating oil shall be delivered by Supplier to the following City facilities at the City's request:

- (24) City Housing – Lear Road Duplexes

D. Compensation shall be paid in accordance with the respective OPIS base price and corresponding differential markup provided with the bid documents, which are incorporated by reference. The City will pay in a price differential of \$\_\_\_\_\_ for the above-described #1 heating oil FOB the City Facilities identified in subparagraphs B and C above.

8. **Power House Generator Engine Lubricating Oil.** Supplier shall provide Power House generator engine lubricating oil to the City under the following terms and conditions:

A. Supplier shall provide generator engine lubricating oil and oil sample kits FOB the Power House, 1700 East Point Road, as required by the City.

B. The generator engine lubricating oil prices are set forth below. These prices will be paid to Supplier by the City for each gallon delivered:

- (1) Mobil MX 15-40 \$\_\_\_\_\_ per gallon
- (2) Mobil ADL40 \$\_\_\_\_\_ per gallon

C. The lubricating oil shall be delivered in undamaged 55-gallon or larger containers. Supplier will be responsible for pick up and disposal of empty drums. The City may reject oil delivered in damaged drums or drums deemed to exhibit an excessively rusted or weathered condition.

9. **Vehicle Engine Lubricating Oils.** Supplier shall provide vehicle engine lubricating oils to the City under the following terms and conditions:

A. Supplier shall provide vehicle engine lubricating oils and oil sample kits FOB the Department of Public Works (City Shop), 1035 East Broadway, as required by the City.

B. The vehicle engine lubricating oil prices are set forth below. These prices will be paid to Supplier by the City for each gallon delivered:

- |     |                  |                    |
|-----|------------------|--------------------|
| (1) | SAE 30           | \$_____ per gallon |
| (2) | SAE 15-40        | \$_____ per gallon |
| (3) | Hydraulic ISO 32 | \$_____ per gallon |

C. The lubricating oils shall be delivered in undamaged 55-gallon or larger containers. Supplier will be responsible for pick up and disposal of empty drums. The City may reject oil delivered in damaged drums or drums deemed to exhibit an excessively rusted or weathered condition.

10. **Support Supplies.** Supplier shall provide support supplies to the City under the following terms and conditions:

A. Supplier shall provide support supplies FOB the Department of Public Works (City Shop), 1035 East Broadway, as required by the City.

B. Support supplies pricing is set forth below. These prices will be paid to Supplier by the City for each increment delivered:

- |      |   |                    |
|------|---|--------------------|
| (1)  | Extended Life Coolant (Ethylene Glycol 50/50) | \$_____ per gallon |
| (2)  | Triafrost 50/50 Propylene Glycol (Tote)       | \$_____ per gallon |
| (3)  | 5W30 Engine Oil (Drum)                        | \$_____ per gallon |
| (4)  | 5W30 Engine Oil (Quart)                       | \$_____ per quart  |
| (5)  | 10W30 Engine Oil (Quart)                      | \$_____ per quart  |
| (6)  | 5W20 Engine Oil (Quart)                       | \$_____ per quart  |
| (7)  | 5W20 Engine Oil (Drum)                        | \$_____ per gallon |
| (8)  | Chevron 1000 THF (Drum)                       | \$_____ per gallon |
| (9)  | Chevron 1000 THF (Bucket)                     | \$_____ per gallon |
| (10) | Chevron Synthetic ATF-Heavy (Drum)            | \$_____ per gallon |
| (11) | 80-90 wt. gear lube (1/4 Drum)                | \$_____ per pound  |
| (12) | Super Red Plus (Bucket)                       | \$_____ per gallon |
| (13) | Super Red Plus (Gallon)                       | \$_____ per gallon |
| (14) | Oil absorbent pads (100-pad bundle)           | \$_____ per bundle |
| (15) | Pencool 2000 (Bucket)                         | \$_____ per gallon |

C. The support supplies shall be delivered in undamaged containers. The City may reject support supplies delivered in damaged containers or containers deemed to exhibit an excessively rusted or weathered condition.

11. **Price.** The prices to be paid by the City to Supplier pursuant to this agreement are as follows:

A. **Ultra Low Sulfur Diesel Fuel #2 (Items 1 – 4).** The price paid for fuel shall be the OPIS Seattle Average Wholesale Price for Ultra Low Sulfur Diesel Fuel #2 two weeks prior to the date of delivery to the City plus the stated bid differential of \$\_\_\_\_\_.

B. **Unleaded Gasoline (Items 5 & 6).** The price paid for fuel shall be the OPIS Seattle Average Wholesale Price for Unleaded Gasoline two weeks prior to the date of delivery to the City plus the stated bid differential of \$\_\_\_\_\_.

C. **#1 Heating Oil (Item 7).** The price paid for fuel shall be the OPIS Seattle Average Wholesale Price for Ultra Low Sulfur Diesel Fuel #2 two weeks prior to the date of delivery to the City plus the stated bid differential of \$\_\_\_\_\_.

D. **Powerhouse Generator Engine Lubricating Oils (Items 8).** The price to be paid to Supplier shall be increased or decreased by an amount equal to the difference between the manufacturer “jobber” posted price as of \_\_\_\_\_, and the manufacturer “jobber” posted price for the same product fourteen days prior to the date of delivery to the City.

E. **Vehicle Engine Lubricating Oils (Items 9).** The price to be paid to Supplier shall be increased or decreased by an amount equal to the difference between the manufacturer “jobber” posted price as of \_\_\_\_\_, and the manufacturer “jobber” posted price for the same product fourteen days prior to the date of delivery to the City.

F. **Support Supplies (Item 10).** The price to be paid to Supplier for support supplies shall be increased or decreased by an amount equal to the difference between the manufacturer “jobber” posted price as of \_\_\_\_\_, for the applicable support supply product and the manufacturer “jobber” posted price for the same product fourteen days prior to the date of delivery to the City.

12. **Documentation.** Supplier shall provide the City, during the term of this contract, weekly documentation for the fuel price changes required by this agreement, showing how the current price for products is calculated from the appropriate OPIS price and including OPIS postings as back-up. Supplier shall notify the City prior to changing prices on lubricating oil and support supplies and shall provide copies of “jobber” postings in support of those price changes.

13. **Price All Inclusive.** All prices to be paid to Supplier pursuant to this agreement include all product costs, loading, transportation, cargo insurance, bonding, offloading expense, and federal LUST and Superfund taxes, if applicable.

14. **Payment.** Supplier shall invoice the City weekly, at a minimum. All invoices shall be due thirty (30) days from the date of receipt.

15. **Reserved Right to Reject.** The City reserves the right to reject all or part of any delivery for failure to comply fully with the specifications of this Agreement. The City further reserves the right to terminate any portion of this Agreement, or the Agreement in its entirety, due to the failure of the Supplier to comply fully with the terms of this Agreement.

16. **Supply Guarantee.** If Supplier is unable to supply the quantities or type of product required as set forth in this Agreement, all costs incurred by the City in procuring the required amount of product(s) from an alternate source, which exceeds the costs set forth in this Agreement, shall be borne by Supplier.

17. **Compliance with Regulations.** Supplier shall comply with 40 CFR 112 and all other Federal, State, and Local regulations regarding the transportation, transfer, and discharge of all products specified in this Agreement.

18. **Notification of Spill.** Supplier shall notify the Director of Public Works at 907-581-1260 immediately should any product specified under this Agreement be discharged into the air, water, or ground in the course of delivery to the City.

19. **Notification of Access Issues.** Supplier shall notify the Director of Public Works at 907-581-1260 should Supplier have any problem accessing the point of delivery to the City.

20. **Modifications.** Any amendments to this Agreement shall be in writing and agreed to by both parties.

21. **Indemnification.** To the fullest extent allowed by law, Supplier shall indemnify, save harmless, and defend the City, its elected officials, agents, employees, and volunteers from liability of any nature or kind, including, but not limited to, costs and expenses for or on account of any and all causes of action or claims of any character whatsoever arising out of, or alleged to arise from, Supplier's performance of this Agreement, including, but not limited to, all claims relating in any way to the release into or upon the air, water, or ground of any product described in this Agreement from any vessel, tank, vehicle, or pipeline owned or leased by Supplier or any agent, employee, or contractor retained by Supplier.

22. **Binding Effect.** This Agreement shall be binding upon the parties and shall not be assigned without the written consent of both parties.

23. **Taxes.** The parties agree that any sales under the Agreement are not subject to local taxes.

24. **Term.** This Agreement commences July 1, 2022, and expires June 30, 2023. A one-year extension of this Agreement may be exercised upon mutual written agreement between the City and Supplier.

SUPPLIER:

CITY OF UNALASKA, ALASKA

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

State of Alaska        )  
                              ) ss.  
Third Judicial District )

The foregoing instrument was  
acknowledged before me on the  
\_\_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_, the  
\_\_\_\_\_, of  
\_\_\_\_\_, an  
Alaska Corporation, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public, State of Alaska  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

State of Alaska        )  
                              ) ss.  
Third Judicial District )

The foregoing instrument was  
acknowledged before me on the  
\_\_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_,  
City Manager for the City of Unalaska, a  
First Class Alaska Municipal  
Corporation, on behalf of the City of  
Unalaska.

\_\_\_\_\_  
Notary Public, State of Alaska  
My Commission Expires: \_\_\_\_\_