



- Akiak
- Akiachak
- Alakanuk
- Andreafsky
- Aniak
- Anvik
- Atmaultluk
- Bethel
- Bill Moore's Slough
- Chefornak
- Chevak
- Chuathbaluk
- Chuloonawick
- Crooked Creek
- Eek
- Emmonak
- Georgetown
- Grayling
- Hamilton
- Holy Cross
- Hooper Bay
- Kasigluk
- Kipnuk
- Kongiganak
- Kotlik
- Kwethluk
- Kwigillingok
- Lime Village
- Lower Kalskag
- Marshall
- Mekoryuk
- Mountain Village
- Napaimute
- Napakiaik
- Napaskiak
- Newtok
- Nightmute
- Nunam Iqua
- Nunapitchuk
- Ohogomiut
- Oscarville
- Paimute
- Pilot Station
- Pitka's Point
- Quinhagak
- Red Devil
- Russian Mission
- Scammon Bay
- Shageluk
- Sleetmute
- St. Mary's
- Stony River
- Toksook Bay
- Tuluksak
- Tuntutuliak
- Tununak
- Umkumiut
- Upper Kalskag

## Request for Proposals

### Fuel Supply and Delivery Service

RFP 2020-Fuel-3.2020

RELEASE DATE: February 4, 2020

ACCEPTANCE DATE: Prior to 4:00 p.m., Tuesday, March 3, 2020

PLACE: Yukon-Kuskokwim Health Corporation  
Bethel, Alaska

**ALL responses must be emailed to:**

April Whitman@ykhc.org      **AND**      Christopher\_Beltzer@ykhc.org

Requests for information related to this invitation should be directed to:

April Whitman  
Contracts Manager  
907-543-6309  
E-mail address: April\_Whitman@ykhc.org

*Prepared By:* April Whitman      *Date:* January 16, 2020  
Contracts Manager

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# **Section 1 Background**

## **1.1 About YKHC**

Yukon-Kuskokwim Health Corporation (YKHC) has a continuous need for fuel supplies that it considers to be critical to its operations, and is seeking proposals/quotes from suppliers. YKHC will evaluate general qualifications/pricing as conveyed through their submittal in responses to this RFP.

YKHC is inviting your company to provide a proposal. YKHC may also request presentations during the RFP process.

## **1.2 PURPOSE**

YKHC is requesting proposals for the purchase of fuel used in vehicles and equipment, as well as the purchase and delivery of fuel used for heating commercial and residential buildings in and around, but not limited to Bethel, Alaska.

## **1.3 COMPETITION INTENDED**

It is YKHC's intent that this RFP encourages and permits open competition. It shall be the responder's responsibility to advise the Contracts Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contracts Manager at [April\\_Whitman@YKHC.org](mailto:April_Whitman@YKHC.org) not later than fifteen (15) days prior to the date set for acceptance of proposals.

# **Section 2 General Information**

## **2.1 Purpose of Request for Proposals**

The intent of this Request for Proposals (RFP) is to obtain service and pricing proposals from qualified vendors for provision of fuel supply and delivery service in and around, but not limited to Bethel, Alaska.

## **2.2 Alaska Native/Indian Preference**

In accordance with Section 7(b) of the Indian Self Determination and Education Assistance Act, a preference is available to Alaska Native/American Indian-owned organizations and economic enterprises under this RFP.

An eligible Alaska Native/American Indian-owned organization is the governing body of any Alaska Native/American Indian tribe, or any entity established by such governing body for purposes of the Indian Financing Act.

An eligible Alaska Native/American Indian-owned economic enterprise is any commercial, industrial, or business activity established or organized for the purpose of profit, and is at least 51% owned, controlled, and actively managed by Alaska Native/American Indians.

### 2.3 Contract Period

YKHC intends to establish a contract for fuel supply and delivery service with a performance period of **three (3)** years, beginning May 1, 2020, ending on April 30, 2023.

### 2.4 YKHC Contact Information

April Whitman  
 Contracts Manager  
 907-543-6309  
 E-mail address: [April\\_Whitman@ykhc.org](mailto:April_Whitman@ykhc.org)

## Section 3 RFP Details

### 3.1 RFP Schedule

Issue RFP	February 4, 2020
Pre-Bid Meeting	None
Deadline to Submit Questions	February 18, 2020
YKHC Publishes Addendum(s) in response to questions at: <a href="https://www.ykhc.org/about-ykhc">https://www.ykhc.org/about-ykhc</a> in the "Quick Links" drop down menu under Requests for Proposals. <b><i>It is the responsibility of bidders to check the website for Addendums. Bidders will NOT receive notification when addendums are issued.</i></b>	
Proposal Due Date and Time	March 3, 2020 4:00PM Alaska Time
Contract Award	March 24, 2020
Service Start Date	May 1, 2020

### 3.2 Deadline for Receipt of Proposals

Proposals must be sent to both of the following email addresses with the subject identified as “Fuel Supply and Delivery Service RFP 2020-Fuel-3.2020”.

[April\\_Whitman@ykhc.org](mailto:April_Whitman@ykhc.org) AND [Christopher\\_Beltzer@ykhc.org](mailto:Christopher_Beltzer@ykhc.org)

Proposals must be **received** via email no later than March 3, 2020, 4:00PM Alaska Time.

The recorded date and time of receipt will be the date and time provided by YKHC’s email server.

Bidders will receive a reply to the email confirming YKHC has received the proposal.

### 3.3 Addendums to the RFP

YKHC will issue addendums to the RFP as needed and in response to questions submitted by bidders, in accordance with the schedule in Section 3.1.

Addendums will be posted to the YKHC website: <https://www.ykhc.org/work> **under Requests for Proposals.**

***It is the responsibility of the bidder to check the website for addendums.***

***Bidders will NOT receive notification when addendums are issued.***

### 3.4 Pre-Bid Meeting

A pre-bid meeting will not be held for this RFP.

### 3.5 Contract Negotiations

This RFP does not obligate YKHC or the selected contractor until a contract is signed by both parties. Upon completion of an evaluation of proposals and issuance of Intent to Award, contract negotiations may begin. If the selected contractor fails to provide necessary information in a timely manner and/or negotiate in good faith, YKHC may withdraw award of the contract. YKHC will not be responsible for costs incurred by the contractor resulting from contract negotiations. YKHC reserves the right to include additional terms and conditions during contract negotiations.

### 3.6 Rules

### 3.6.1 Rights

YKHC reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the Contract in a manner that encourages competition and best serves the interest of YKHC.

### 3.6.2 Withdrawals

No bidder that is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

### 3.6.3 Miscellaneous

- a. YKHC will not be responsible for any expenses incurred by a bidder in preparing or submitting a proposal. All proposals shall provide a concise description of the bidder's ability to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Bidders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal, in which case the Contracts Manager will schedule the time and location for this presentation.
- c. Selected contents of this RFP and the proposal submitted by the successful bidder will become part of any contract awarded.
- d. YKHC reserves the right to reject any and all proposals received in response to this request, and will act in any manner necessary to serve the best interests of YKHC. Bidders whose proposals are not accepted will be notified in writing (via email).

## **Section 4 Instructions for Bidders**

### **4.1 Bidder's Review and Questions**

Bidders should carefully review this RFP for errors and items requiring clarification. Bidders may submit comments and/or questions to the YKHC Contact Person identified in Section 2.4 on or before the deadline shown in Section 3.1. **Bidders making contact with YKHC employees (other than the person identified in Section 2.4) regarding this RFP should not rely on responses received and may be disqualified.**

## **4.2 Proposal Withdrawn or Corrected**

A proposal may be corrected or withdrawn by written request received prior to the date and time proposals are due.

## **4.3 Late Proposals**

Late proposals will not be accepted and will be returned to bidder as a “reply” to the email address from which the proposal was sent.

## **4.4 Award**

Once the successful Offeror is selected, YKHC will provide a Notification of Intent to Award to all Offerors by email.

## **Section 5- Scope of Work and Selection Process**

### **5.1 Fuel for Heat**

Approximate usage per calendar year: 425,000 gallons. Usage stated is not a guaranteed quantity. Actual amount purchased will be higher or lower.

- a. Describe the service your company would provide in the delivery of heating fuel to the locations shown on the attached list. Note that YKHC may add or remove locations from the list during the term of its fuel contract.
- b. Describe how your company’s priorities are set, with regard to fuel delivery.
- c. YKHC requires that the location of each delivery be provided on billing documents with a complete address (no abbreviations). Will your company accommodate this?
- d. Describe the invoicing process and net terms.
- e. YKHC desires to stay fully informed and have open lines of communication with its fuel vendor. Describe what might be discussed at a quarterly fuel meeting with your company.
- f. Describe the reporting capabilities of your company. For example, can your company provide YKHC with monthly reports on exact location (address), date, and number of gallons delivered? Attach an example, if possible. Include other reports that are available.
- g. Describe your company’s safety record, environmental track record, plan for handling spills, program for tank and truck inspections, safety programs, and safety training.
- h. Describe how your company would communicate with YKHC regarding spills.

- i. Describe how your company would ensure all emergency contact names and phone numbers, including 24/7 phone number are up-to-date and communicated with YKHC.
- j. Describe your company's approach to risk management. Include discussion of your company's insurance coverage.
- k. Provide pricing proposal for heating fuel. Creativity in pricing proposal is allowed.

## 5.2 Vehicle/Equipment Fuel

Approximate need per calendar year in gallons: Diesel 750,000, unleaded gasoline 25,000. Usage stated not a guaranteed quantity. Actual amount purchased will be higher or lower.

- a. Provide a list of fuel pumping station locations, hours of operation, availability of company fuel card(s); and/or any other credit cards accepted.
- b. Provide pricing proposal for vehicle/equipment fuel. Creativity in pricing proposals is allowed.
- c. Quantify the amount of discount your company would offer YKHC employees for their personal purchases. YKHC has approximately 1,500 employees.
- d. YKHC is encouraging proposals related to providing fuel products and services in remote areas. Provide as much information as possible regarding the products and services your company proposes to provide in any or all of the following villages: Akiachak, Akiak, Alakanuk, Anvik, Atmau tluak, Chefornak, Chevak, Chuathbaluk, Crooked Creek, Eek, Emmonak, Grayling, Holy Cross, Hooper Bay, Kasigluk, Kipnuk, Kongiganak, Kotlik, Kwethluk, Kwigillingok, Lime Village, Lower Kalskag, Marshall, Mekoryuk, Mt. Village, Napakiak, Napaskiak, Newtok, Nightmute, Nunam Iqua, Nunapitchuk, Oscarville, Pilot Station, Pitka's Point, Quinhagak, Red Devil, Russian Mission, Scammon Bay, Shageluk, Sleetmute, St. Mary's, Stony River, Toksook Bay, Tuluksak, Tuntutuliak, Tununak, and Upper Kalskag.

Note: The ability to provide products and/or services in remote areas is not required, and will have its own separate scoring component. **YKHC may select one company for products/services in the Bethel area and may select a different company for products/services in remote villages.**

**5.3** Proposals will be evaluated and a selection made on the basis of the responses to the scope of work.



## Section 6- Contract Terms and Conditions

The successful responder will be required to enter into a contract **that includes, but is not limited to**, the following Terms and Conditions. Responders intending to propose additional or different language must include such language with their proposal. Failure to provide responder's additional Contract terms may result in rejection of the proposal. While YKHC may accept additional or different language, the Terms and Conditions marked with an asterisk (\*) are mandatory and are not negotiable.

Contract Period- The contract shall cover the period from May 1, 2020 through April 30, 2023.

\*Debarment. Contractor, including any of its subcontractors or key employees, certifies that it is not debarred, suspended, or excluded from contracting by any Federal, state, Tribal or other government body.

\*Indemnity. Contractor agrees to indemnify, defend and hold harmless YKHC, its agents and employees from and against any suit, allegations, demands or claims arising directly or indirectly from this Agreement or Contractor's performance hereunder except in the event such claim is the result of the sole negligence or intentional misconduct of YKHC

\*No Subcontract. This Agreement for Services is the means by which YKHC wishes to secure the services of Contractor. YKHC is engaging the services of Contractor because of Contractor's particular and specialized knowledge, judgment, skill and expertise. Accordingly, the services to be performed by Contractor under this Agreement may only be performed by Contractor, and no other, except with the prior written consent of YKHC in its sole discretion.

\*Termination. Either party may voluntarily terminate this Agreement for any reason whatsoever, by giving thirty (30) days' written notice of intent to terminate.

Either party may terminate this Agreement without notice upon breach of any term of this Agreement, or failure to meet any obligations hereunder. In the event of termination voluntarily, for breach of the Agreement or failure to meet the obligations under the Agreement, the total compensation payable to Contractor will be solely the compensation due for work performed up to the date of termination.

\*Waiver of Liability and Limitation of Damages. CONTRACTOR AGREES THAT YKHC SHALL NOT INCUR ANY LIABILITY OF ANY KIND WHATSOEVER, AND CONTRACTOR PROSPECTIVELY WAIVES AND RELEASES YKHC FROM ANY CLAIM, LIABILITY, OR CAUSE OF ACTION WHATSOEVER, FOR ANY INJURY OR DAMAGE TO CONTRACTOR OF ANY KIND OR NATURE THAT RESULTS FROM OR OCCURS IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIMS ARISING OUT OF ANY FAILURE OR DAMAGE TO CONTRACTOR OR PERSONAL OR REAL PROPERTY, INJURY TO OR ILLNESS OR DEATH OF CONTRACTOR'S OFFICERS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AGENTS, SERVANTS, EMPLOYEES, INVITEES OR VISITORS, AND ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF YKHC WITH RESPECT TO THIS AGREEMENT; PROVIDED THAT CONTRACTOR IS NOT RELEASING YKHC FROM LIABILITY FOR CLAIMS WHICH ARISE SOLELY OUT OF YKHC'S RECKLESSNESS OR INTENTIONAL MISCONDUCT. UNDER NO CIRCUMSTANCES SHALL YKHC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF YKHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

\*Insurance. CONTRACTOR shall maintain the following insurance policies and identify YKHC as an Additional Insured on each policy: (1) Commercial General Liability Insurance with a minimum policy limit of \$1 million per occurrence and \$3 million aggregate; (2) if required, Workers' Compensation Insurance in the minimum amounts as required by the State of Alaska, with a waiver of subrogation; and (3) Automobile Liability Insurance for CONTRACTOR and its employees, if driving is required for purposes of this Agreement, in the minimum amounts as required by the State of Alaska. Upon execution of this Contract and once every year thereafter, CONTRACTOR shall provide YKHC with a Certificate of Insurance. CONTRACTOR agrees to notify YKHC in writing at least 30 days in advance of any proposed cancellations or changes in insurance coverage.

\*Anti-Lobbying. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): For all contracts or subgrants of \$100,000 or more, the contractor shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.

\*Equal Employment Opportunity. All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of YKHC that all of its services and activities be administered in conformance with the requirements of Title VII, notwithstanding the provision in Section 7(B) of P.L. 93-638, the Indian Self-Determination and Education Assistance Act, under which YKHC shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or “qualified individual disability status,” to the extent (1) authorized by prevailing law, (2) authorized by YKHC’s Compact with the U.S. Indian Health Service, and (3) feasibly consistent with the efficient performance of Agreement.

\*Clean Air Act. (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

\*OSHA. Contractor shall to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

## **Section 7 - Format of Proposals**

### **Proposals must include:**

Name and identifying number of this RFP 2020-Fuel-3.2020

Detailed proposal addressing all criteria listed in Section 5 of this Request for Proposals.

Company name, mailing address, email address, and phone number(s).

Name and contact information of at least one person authorized to communicate with YKHC regarding the proposal.

Statement (below) that the proposal shall be valid for at least forty-five (45) days from the proposal submission date.

Signature of a person authorized to represent the company.

**Section 8 - Confidentiality**

All information included in this RFP is confidential and is only for the recipient's knowledge. No information included in this document or in discussions connected to it may be disclosed to any other party

Date of submittal.

*Statement of Proposal*

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Hereby agrees to provide the requested services as defined in Request for Proposal 2020-Fuel-3.2020 at the price(s) and terms stated in the attached proposal. This proposal shall be valid for 45 from the date of submittal.

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Print name of person authorized to legally bind the company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_