

May 17, 2016

CITY OF BAKER CITY

**REQUEST FOR PROPOSALS
BAKER CITY PUBLIC WORKS
CONTRACTED SERVICES**



NO.: **2016-05** CLOSING DATE AND TIME: **June 7, 2016
10:00 AM PDT**

DESCRIPTION: **Gasoline and Diesel Motor Fuel Card Lock and Bulk Fuel Delivery**

BUYER: **Joyce Bornstedt** PHONE: **541-524-2046** FAX: **541-524-2029**
E-MAIL: **jbornstedt@bakercity.com**

PREPROPOSAL CONFERENCE: **NO**

DATE: TIME:

DOCUMENT AVAILABLE ONLINE AT www.bakercity.com

THIS IS A FORMAL PROCUREMENT. FAXED PROPOSALS WILL NOT BE ACCEPTED.

SEALED proposals must be submitted by no later than 10:00 a.m. PDT JUNE 7, 2016 by the CITY OF BAKER CITY (COBC) at:

**PUBLIC WORKS DEPARTMENT
P.O. BOX 650/1655 FIRST STREET
BAKER CITY, OR 97814-0650**

SINGLE POINT OF CONTACT: *There will be only one point of contact for this Request for Proposals. The contact point is COBC, and the contact person is the Buyer listed above. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Buyer listed above. COBC's official response to any questions or requests will be through direct letters or the addendum process.*

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***Proposer is responsible for completing and returning any page(s) in any attachment(s) that require a response and for providing all requested information relevant to the proposal.**

INSTRUCTIONS TO PROPOSERS

All proposals are subject to the provisions and requirements of the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules and the Administrative Rules of the Department of Administrative Services.

Sealed proposals will be received by the City of Baker City (COBC) until 10:00 A.M. P.D.T., June 7, 2016 at the Public Works Department, Baker City Hall, 1655 1st Street, Baker City, Oregon. Please direct all inquiries to Joyce Bornstedt at 541-524-2046 or jbornstedt@bakercity.com .

1. All proposals must be submitted in a sealed envelope which is identified on its exterior as follows:

**RFP No. 2016-05 – Fuel Card Lock and Bulk Fuel Delivery
Closing – June 7, 2016**

2. COBC recognizes that this proposal is for fuel card lock services and bulk fuel delivery. If the proposer only provides one of the proposed services, only the portion of the Proposal form pertaining to such service should be completed. Schedule A outlines the card lock services. Schedule B outlines bulk fuel delivery. In the event the proposer's submittal includes a proposal for both card lock services and bulk fuel delivery, COBC reserves the right to award the fuel card lock and bulk fuel delivery contract individually.
3. All proposals must be submitted on the attached Proposal form(s), which must be completed and signed. When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or by a member of a partnership, a "Power of Attorney" must be submitted with the proposal.
4. Proposer shall personally examine these specifications and provisions, and by such other means as he/she prefers as to the actual conditions to be encountered; and the requirements of these specifications, warranties and provisions, and shall not at any time after submission of the proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the facilities or materials to be provided.

GENERAL PROVISIONS

1. More than one proposal from an individual, firm, partnership, corporation or combination thereof, under the same or different names, will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof, has interest in more than one proposal is cause for the rejection of all proposals in which such individuals, firms partnerships, corporations or combination thereof have interest. If there is reason for believing that collusion exists among proposers, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices are obviously unbalanced may be rejected.
2. The City of Baker City (heretofore identified as COBC) reserves the right to reject any proposal which is not duly and properly signed, which is submitted on an incorrect or altered proposal form or which is submitted on a proposal form not completely filled in where spaces are provided with all additional requested information included. COBC reserves the right to reject any or all proposals, to waive any informality in proposals, and to award the contract to the proposer whose proposal is, in COBC's opinion, in the best interest of COBC.
3. A proposal may be withdrawn at any time prior to the scheduled proposal opening, by written request to the Director of Public Works, which may be mailed, faxed or presented in person. The request to withdraw shall be signed by the proposer, or authorized representative of the proposer. The request shall in no way prejudice the right of the proposer to file a new proposal prior to the time established for closing of the request for proposals.
4. COBC may reject any proposal not in compliance with all prescribed public procurement procedures and requirements.

SPECIAL PROVISIONS

1. The basis for price proposal for fuel card lock and bulk fuel delivery shall be a percentage rate above wholesale cost. This percentage rate shall remain constant throughout the life of the contract.
2. Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied. It is understood that the supplier will furnish the City's needs as they arise.
3. Proposals will only be considered from firms normally engaged in providing the types of products and services specified herein. COBC reserves the right to inspect the supplier's facilities, products, personnel and organization at any time, or to take any other action necessary to determine supplier's ability to perform. COBC reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.
3. If in the course of this agreement, the supplier or COBC determines modifications to the scope of this agreement may be warranted, the supplier or COBC may request a change in the agreement. The party requesting the modification must do so in writing. Upon completion of negotiations, any modifications made to the original agreement must be approved in writing by COBC. Any amendments to this agreement will not invalidate the unaffected portions of this agreement.
4. The supplier shall disclose in writing any financial, business or other relationship with COBC or its employees that may have an impact upon the outcome of this contract.
5. In the event of non-performance under the resulting agreement, COBC has the right to obtain from other sources such supplies or services as may be required to fulfill the agreement. Any difference in cost for such supplies or services shall be borne by the contractor.
6. During the performance of this agreement, the supplier is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued hereunder. The supplier shall further agree to hold COBC, their employees or agents harmless and free from liability for failure to comply with said standards and regulations. It is the sole responsibility of the supplier to remain familiar with said standards and regulations and maintain their enforcement.
7. All suppliers must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1). Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

PERFORMANCE SPECIFICATIONS

1. Introduction: The City of Baker City is seeking proposals for the purchase of gasoline and diesel motor fuel by card lock. Additionally, the City of Baker City is seeking proposals for the delivery of bulk off-road diesel to be delivered to the city warehouse at 2551 Place Street, Baker City, Oregon.

Schedule A of this RFP specifically addresses the proposal for card lock services. Schedule B specifically addresses the delivery of fuel to the city warehouse.

2. Agreement Term: The successful vendor(s) shall be awarded a contract from **July 1, 2016 to June 30, 2018**. This service contract may be extended by mutual agreement of both parties at the end of the initial service contract period, for up to two (2) consecutive additional one-year periods.

3. Fuel Types:

Schedule A: Card Lock Facilities

The card lock fuel services must provide regular unleaded gasoline with a minimum 87 octane rating or equivalent with ethanol blend and ultra low sulfur diesel.

Schedule B: Bulk Fuel Delivery

This RFP is for the delivery of bulk fuel to the city warehouse located at 2551 Place Street, Baker City, OR. During the winter months, such timeframe to be specified by COBC, the bulk fuel delivery shall be a "winter blend" as defined by COBC's fleet supervisor.

4. Fuel Usages: COBC estimated annual fuel usages are as follows:

Schedule A: Card Lock Facilities

Unleaded - Regular, Mid Grade, and Premium combined - 21,375 Gallons
(minimum 87 octane rating or equivalent with ethanol blend)

Ultra Low Sulfur and Bio Diesel combined – 13,745 Gallons

Schedule B: Bulk Fuel Delivery

Off-Road Diesel - 6,100 Gallons

These quantities are estimates only. Payment shall be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

5. Number of Users – Schedule A: COBC estimates that approximately 70 cards will be needed for the card lock system. It is expected that the supplier will provide all initial cards and any lost or stolen cards at no additional cost to the City during the life of this agreement. The cards shall be the same size and strength as a normal credit card and resistant to modification or tampering.

6. Invoicing:

Schedule A: Card Lock Facilities

Invoices shall detail the date and time of purchase, location and name of card lock site, type of fuel and number of gallons purchased, unit prices, and user ID or card number, and shall be available at time of fuel dispensing.

Schedule B: Bulk Fuel Delivery

Invoices shall detail the date, time and location of delivery, type of fuel, number of gallons delivered and unit price.

7. Supply Requirements: Successful fuel supplier shall have sufficient gasoline and diesel fuel availability to assure the continuous uninterrupted supply of product during the contract period. Supplier may be required to furnish this information supporting the ability to supply without interruption of the products covered in this RFP. Repeated failure to meet supply and demand shall be grounds for termination of this contract.

8. Card Lock Facility Access – Schedule A: Fuel and, optionally, air and water shall be available at card lock facilities twenty-four hours per day, 365 days per year.

Each card lock facility shall be accessible by heavy equipment and trucks with trailers.

9. Card Lock Facility Conditions – Schedule A: Each card lock facility shall be well lit, clean and be in an open area so as to provide a safe environment twenty-four hours a day. All locations shall have functional fire extinguishers that meet state and/or local fire requirements, shall post emergency telephone numbers for use in case issues arise, and shall provide locally owned pay telephones and/or emergency telephones that are in good working condition.

10. Availability of Card Lock Locations – Schedule A: The supplier must be able to provide area support within the city limits or Urban Growth Boundary of Baker City, Oregon. If supplier has card lock facilities throughout the northwest, information regarding the out of area card lock facility locations shall be provided with Schedule A of the submitted proposal. COBC reserves the right to award this Schedule individually to a supplier of a local fuel card lock facility and to the supplier of card lock facilities located throughout the northwest.

11. Emergency Power/Back-Up Fuel Supply – Schedule A: In case of an emergency power outage, the supplier shall have twenty-four hour emergency power for on-location fueling in Baker City. Each location shall be equipped with portable generator adapters or have a certified internal back up power system for operation during an emergency power outage to support emergency backup fuel supply. Charges for fuel shall be the same as during normal fuel car lock usage.

- (a) The supplier shall provide personnel to operate and maintain the emergency back-up power.
- (b) Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency. Hours of operation can range from a twenty-four hour per day requirement to predetermined hours of operation as established by COBC.
- (c) Actual hours of operation shall be coordinated with a COBC representative for the particular emergency.
- (d) The supplier will be required to establish and maintain a twenty-four hour per day continuously operational communication notification system to respond to this requirement.

12. Delivery Requirements – Schedule B: Diesel shall be ordered and delivered on an “as needed” basis by means of a phone call to the fuel supplier. Maximum response time for such delivery shall be 24 hours.

**Each Proposer must read and comply with the following Sections.
Failure to do so may result in proposal rejection.**

X. RESIDENCY INFORMATION:

ORS 279A.120(2) states "In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percentage increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120(1)(a)].

a. Check one: Bidder is a () RESIDENT bidder () NON-RESIDENT bidder.

b. If a resident bidder, enter your Oregon business address: (physical and mailing address)

c. If a non-resident bidder, enter state of residency:

d. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: () YES () NO

If yes, state the preference percentage: _____%

If yes, but not a percentage of bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

XI. CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Section XVI of this Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontract and that the Contractor is not in violation of any Discrimination Laws.

XII. CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Section XVI of this Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

XIII. FINANCIAL RESPONSIBILITY

COBC reserves the right, pursuant to OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest responsible bidder's/apparent successful proposer's financial responsibility to perform the contract. Submission of a signed proposal shall constitute approval for COBC to obtain any information COBC deems necessary to conduct the evaluation. COBC shall notify the apparent successful proposer, in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; material; equipment; facility and personnel information; performance record of contract performance; etc. Failure to promptly provide this information shall result in bid/proposal rejection.

COBC may postpone the award of the contract after announcement of the apparent successful proposer in order to complete its investigation and evaluation. Failure of the apparent successful proposer to demonstrate financial responsibility, as required under OAR 137-049-0390, shall render the proposer non-responsible and shall constitute grounds for offer rejection, as required under OAR 137-049-0390.

SECTION XVI. SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED, IN INK, BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

- The undersigned acknowledges, attests and certifies individually and on behalf of the PROPOSER that:
- (1) He/she is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in the bid/proposal document and all addenda, if any issued, and to execute this bid/proposal document on behalf of Proposer;
 - (2) Proposer, acting by its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued);
 - (3) Proposer certifies that this bid/proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition;
 - (4) Proposer is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued);
 - (5) Proposer will furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements and will comply in all respects with the terms of the resulting contract upon award;
 - (6) PROPOSER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID/PROPOSAL SUBMISSION.

I hereby acknowledge having received and duly considered the following addenda to the specification and the following revision or additions to the plans:

Addenda No _____ to No. _____ inclusive.

Bidder (COMPANY) Name _____ FEIN ID# or SSN
(REQUIRED)

Bidder Address _____

Authorized Signature _____ Date _____

Title of Authorized Representative _____

Contact Person _____ Phone _____ Fax _____

PROPOSAL

Gasoline and Diesel Motor Fuel Card Lock and Bulk Fuel Delivery

Schedule A – Card Lock

DESCRIPTION	ESTIMATED ANNUAL GALLONS	CURRENT WHOLESALE PRICE	PROPOSED PERCENTAGE ABOVE WHOLESALE
Unleaded Gasoline – Regular, Mid Grade, and/or Premium	21,375		
Diesel – Ultra Low Sulfur or Biodiesel	13,745		

Schedule B – Bulk Fuel Delivery

DESCRIPTION	ESTIMATED ANNUAL GALLONS	CURRENT WHOLESALE PRICE	PROPOSED PERCENTAGE ABOVE WHOLESALE
Off-Road Diesel	6,100		