



**REQUEST FOR PROPOSAL  
FUEL SERVICES**

**December 2014**

**CITY OF COOS BAY  
500 Central Avenue  
Coos Bay, Oregon 97420**

## **GENERAL INSTRUCTIONS TO PROPOSERS**

The City of Coos Bay invites proposals for Fuel Services for a five year period beginning March 2015 or sooner depending upon Council award. The City of Coos Bay consumes approximately 29,000 gallons of gasoline and 9,000 gallons of diesel per year. Proposals must address all items in this request for proposal.

### **SUBMISSION REQUIREMENTS**

- A. Three copies of sealed proposals are required. Submissions shall become property of the City of Coos Bay without obligation. The city will not pay for any costs incurred by proposers in the preparation, submission, and presentation of their proposals.
- B. Sealed proposals must be received by January 21, 2015 at 4:00 p.m. Proposals must be submitted in an envelope containing the name and address of the proposer and clearly marked "Fuel Services Proposal" to:  
  
Susanne Baker, Finance Director  
City of Coos Bay  
500 Central Ave  
Coos Bay, OR 97420
- C. Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will not be considered and may be returned unopened. In order to be considered for award, the proposer must address the items contained within the Request for Proposal (RFP).
- D. Any questions regarding the RFP must be submitted in writing to the attention of the Susanne Baker, Finance Director at [sbaker@coosbay.org](mailto:sbaker@coosbay.org). Written responses will be available to all interested parties. Oral interpretations or statements cannot modify the provisions of the RFP. If inquiries or comments by proposers raise issues that require clarification by the City, or the City decides to revise any part of the RFP, addenda will be provided to all persons who requested the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
- E. It is herein understood the City of Coos Bay will purchase services to provide the specific services addressed in this RFP. The term "Vendor" will be used to identify this arrangement.
- F. The City of Coos Bay may reject any proposal not in compliance with all prescribed procedures and requirements, and may reject for good cause any or all proposals upon a finding of City of Coos Bay that it is in the public's interest to do so. Minor irregularities may be waived by the City of Coos Bay.

## REQUEST FOR PROPOSAL

### 1.0 GENERAL INFORMATION

The City of Coos Bay, Oregon is local government entity seeking a provider of fuel services for the vehicle and heavy equipment fleet. Funding to pay for the fuel services provided by the Vendor will be paid for with public funds for use in public vehicles for official business.

### 2.0 VENDOR

The main fueling station the City will utilize is to be located in the Coos Bay or North Bend, Oregon vicinity.

### 3.0 SCOPE OF PROPOSAL

- 3.1 The Vendor shall provide fueling stations that are operational and open 24 hours a day, seven (7) days a week.
- 3.2 The fueling station must be accessible to all City fleet vehicles and heavy equipment.
- 3.3 The fueling station shall provide product that meet these basic requirements:
  - A. Regular unleaded gasoline with a minimum anti-knock octane rating of 87 and minimum 92 octane for supreme.
  - B. Diesel fuel with cetane rating range of 50 to 45 with no cetane enriching additives. Ultra low sulfur dyed diesel fuels. Meet all the current ASTM for ultra low sulfur diesel fuels and contain 5% bio per current Oregon State regulations.
  - C. Vendor is responsible to ensure their facility is able to provide fuel for City vehicles/equipment for emergency purposes during an emergency or power outage (ie., generator back-up or other method). Vendor to provide fuel to the generator at City Hall during the normal course of business and during an emergency or power outage.
- 3.4 The City contracts with a third-party company to provide wastewater treatment services in which wastewater pump station operations are also included. The third-party company pays for the fuel to operate the emergency generators at each of the City's pump stations and is contractually reimbursed using public funds. The award of the contract to the third-party wastewater company may change over the course of the awarded fueling services contract.

As a separate option in responding to this proposal, if awarded through this RFP, the Vendor will be asked to provide a separate rate as an option to allow the third-party company to continue to pay for fuel services on a regular basis as well as the Vendor committing to provide fuel during an emergency or power outages. If the third-party wastewater company changes during the course of the fueling services contract, the Vendor shall continue providing the same services as originally awarded. This will ensure that resources to operate the wastewater treatment services are efficiently expended and providing this service during an

emergency will maintain public health conditions and relieve the City from potential fines issued by the Department of Environmental Quality due to sewage overflows and spills.

- 3.5 For the fueling station, the Vendor shall provide a fuel card and method of payment. The transactions of each card must identify the following information: vehicle number, mileage, type of product, unit cost, amount of fuel dispensed, and date of fueling.
- 3.6 Facilities must be well lit, clean, and be in an open area as to provide a safe environment for 24-hour use. The location shall have functional fire extinguishers that meet state fire marshal requirements, posted emergency phone numbers for use in case of problems, and emergency procedures.
- 3.7 All fuels must be free from impurities including but not limited to water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants.
- 3.8 In case of damage directly traceable to a contaminated motor fuel at a card-lock station or mobile fueling delivery truck/compartments, the Vendor shall be responsible for reasonable and verifiable damage costs.
- 3.9 Underground storage tanks must comply with federal and state regulations.
- 3.10 Vendor shall describe and provide details of the security system and video/audio system available to verify/confirm access to the card lock for fueling services.
- 3.11 Monthly statements must be forwarded to the City of Coos Bay, 500 Central Ave, Coos Bay, Oregon, 97420 and be itemized, at a minimum, as to the department, vehicle number, type of fuel, number of gallons, price per gallon, date, and point of fueling.
- 3.12 State and Federal Exemption: The Vendor shall process all the forms necessary for the State and Federal fuel exemption claims (if applicable). No additional charge will be allowed for exemption processing or tax withholding requirements.

#### 4.0 TERM OF AGREEMENT

- 4.1 The contract will be for a five-year period with a possible three-year extension. The contract will be effective upon signing by the Vendor and the City.
- 4.2 The contract may be terminated by the City or the Vendor upon sixty (60) days written notice to the other party or failure of either to perform services or the duties specified herein.
- 4.3 Insurance: The Vendor shall carry industry standard insurance for the duration of the contract and provide proof of insurance and list the City of Coos Bay as an additional insured, if requested.

#### 5.0 FEES

- 5.1 Vendor will propose a separate fuel rate/fee structure per type of product for the City of Coos Bay. Vendor will also propose how changes in the price of fuel will be addressed.
- 5.2 Vendor will propose a separate fuel rate/fee structure per type of product for the City of Coos Bay's wastewater treatment services third-party provider. Vendor will also propose how changes in the price of fuel will be addressed.
- 5.3 Most Favorable Prices and Terms: Vendor represents that all prices, terms, and benefits offered by Vendor are equal to or better than the equivalent prices, terms, and benefits being offered by Vendor to any other state or local government unit or commercial customer.
- 5.4 Should the Vendor during the term of the contract enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, the contract with the City shall be deemed amended to provide the same price or prices, terms, and benefits.

## 6.0 PROPOSAL REQUIREMENTS AND DEADLINES

- 6.1 Sealed proposals will be accepted until January 21, 2015 at 4:00 p.m at the City of Coos Bay City Hall Building, Finance Office, 500 Central Ave Coos Bay, Oregon, 97420.
- 6.2 All proposals are to be labeled on the outside of the envelope "Fuel Services Proposal."
- 6.3 Delivery is the sole responsibility of the proposers. Proposals received after the date and time will not be eligible for consideration.
- 6.4 Include in your proposal:
  - 6.4.1 Name, address, phone number, and email for questions.
  - 6.4.2 Address items as noted under 5.0 Fees.

## 7.0 EVALUATION AND SELECTION PROCESS

- 7.1 Final Selection: Following the review of the proposals, the City may invite a Vendor(s) to formally meet with the City project team prior to making a final determination to address additional inquiries by the City and to discuss and/or negotiate terms and conditions for a final contract.
- 7.2 Compliance with Rules: Vendors responding to this RFP must follow procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47. Failure to comply with our or complete any part of this RFP may result in rejection of your proposal. All bids are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.