

## **Solicitation RFP-OCITY-25715**

### **VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES**

**Bid Designation: Public**



**City of Oklahoma City and its Trusts**

## **Bid RFP-OCITY-25715**

### **VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES**

|                               |   |
|-------------------------------|---|
| Bid Number                    | <b>RFP-OCITY-25715</b>  |
| Bid Title                     | <b>VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES</b>   |
| Bid Start Date                | <b>In Held</b>  |
| Bid End Date                  | <b>Mar 5, 2025 4:00:00 PM CST</b>   |
| Question & Answer<br>End Date | <b>Feb 27, 2025 12:00:00 PM CST</b>   |
| Bid Contact                   | <b>Jennifer Swann</b><br><b>Jennifer.swann@okc.gov</b>  |
| Bid Contact                   | <b>City Clerk</b><br><b>cityclerk@okc.gov</b>   |
| Bid Contact                   | <b>Caleb Gutel</b><br><b>caleb.gutel@okc.gov</b>  |
| Contract Duration             | <b>1 year</b>   |
| Contract Renewal              | <b>4 annual renewals</b>  |
| Prices Good for               | <b>Not Applicable</b>   |
| Pre-Bid Conference            | <b>Feb 20, 2025 2:00:00 PM CST</b><br><b>Attendance is optional</b><br><b>Location: A non-mandatory pre-proposal meeting will be held on Thursday, February 20, 2025 at 2:00 p.m. virtually on MS Teams.</b><br><br><b>Online Audio and Video</b><br><b>Teams Meeting Web Address: <a href="https://teams.microsoft.com/">https://teams.microsoft.com/</a></b><br><b>Meeting ID: 230 510 780 433</b><br><b>Passcode: nr6Lf7rj</b>   |
| Standard Disclaimer           | <b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b><br><b>Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.</b>   |
| Bid Comments                  | <b>INTENT: To acquire 24-hour refueling at approximately 50 evenly geographically dispersed sites throughout the City limits for every day the contract is in effect, excluding CNG and biodiesel fueling stations. Proposers submitting proposals only for alternative fuel types are to list their site(s) availability. The proposal must also include a comprehensive list of each location at which fuel and automatic car/truck washes will be available and the hours during which they will be available. It is anticipated that the pricing agreement will be effective on July 1, 2025. The current agreements expire on June 30, 2025.</b> |

**Item Response Form**

Item **RFP-OCITY-25715--01-01 - Requests for Proposals**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

No Location Specified

**Qty 1**

**Description**

Upload your response to the request for proposal and any related documents to the line item. Do not ZIP files.

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
  - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

**9. COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

**10. SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

**11. RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

**12. SAMPLE FORMS:** Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

**13. PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

**14. CURRENCY:** The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

### **Oklahoma Open Records Act and Confidential Information**

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

**NON-DISCRIMINATION STATEMENT**

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO  
AGREEMENT/CONTRACT AWARD**

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

### NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←**

Type Name of Authorized Agent/Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number and Fax Number, if any \_\_\_\_\_

**TO BE COMPLETED BY THE NOTARY:**

State of \* \_\_\_\_\_ )  
County of \* \_\_\_\_\_ ) SS.  
[\*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: \_\_\_\_\_  
[Oklahoma]

Type Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public \_\_\_\_\_  
[49 Okla. Stat. 2011 §119]

September 2020



**This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.**

Updated 2019



**The City of  
OKLAHOMA CITY**

(Internal use only)  
 PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_\_  
 Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

### VENDOR REGISTRATION FORM

*Please print legibly or type this information. Form must be completed and signed by authorized individual.*

*If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).*

☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.

☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.

Please provide the City Department or Employee you are working with:

\_\_\_\_\_ City Department

\_\_\_\_\_ City Employee

☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

**Select all types of applicable update(s):**

☐ Address

☐ Name

☐ Tax ID

☐ Contact Information

☐ ACH/EFT

☐ Other: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**SDBE Program: Please select all applicable vendor characteristics:**

☐ Disadvantaged Business Enterprise  
☐ Small Business - as defined by the U.S. Small Business Administration  
☐ Women-Owned Business - % women owned / controlled \_\_\_\_\_ %  
☐ Minority-Owned Business - % Minority owned / controlled \_\_\_\_\_ %  
 Ethnicity(ies): \_\_\_\_\_

☐ DUNS Number - \_\_\_\_\_

If you checked any of the above boxes, please provide a brief description of your business: \_\_\_\_\_

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Do you wish to receive payments by electronic funds transfer? ☐

Check here if same as PO address ☐

**PURCHASE ORDER ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**PAYMENT REMITTANCE ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-11](#).

**Return to Procurement Services:**  
[vendorregistration@okc.gov](mailto:vendorregistration@okc.gov)  
 100 N. Walker, Suite #200  
 Oklahoma City, OK 73102  
 (405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign \_\_\_\_\_

Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

(Published in the Journal Record February 12, 2025)

## NOTICE TO PROPOSERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 5th day of March 2025, for the following:

### REQUEST FOR PROPOSALS (RFP-OCITY-25715) VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES

**A non-mandatory pre-proposal meeting will be held on Thursday, February 20, 2025 at 2:00 p.m. virtually on MS Teams.**

#### **Online Audio and Video**

**Teams Meeting Web Address:** <https://teams.microsoft.com/>

**Meeting ID:** 230 510 780 433

**Passcode:** nr6Lf7rj

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.



**The City of  
OKLAHOMA CITY  
and its Trusts**

**ELECTRONIC REQUEST FOR PROPOSAL PACKET  
VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES  
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## **VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES INSTRUCTIONS TO PROPOSERS**

**INTENT:** To acquire 24-hour refueling at approximately 50 evenly geographically dispersed sites throughout the City limits for every day the contract is in effect, excluding CNG and biodiesel fueling stations. Proposers submitting proposals only for alternative fuel types are to list their site(s) availability. The proposal must also include a comprehensive list of each location at which fuel and automatic car/truck washes will be available and the hours during which they will be available.

Vendor site fueling proposers shall provide a map of the Oklahoma City Metropolitan Area marking locations of all fueling stations in each quadrant of the City. It is preferred that there be at least one station in every quadrant of the Oklahoma City limits that can accommodate an equipment trailer. In case of waiting lines at sites, the City shall receive immediate access to products during or in preparation for emergencies. The City of Oklahoma City would like its fleet to have the ability to use unmanned sites at a few locations throughout the City.

It is anticipated that the pricing agreement will be effective on July 1, 2025. The current agreements expire on June 30, 2025.

**SCOPE OF AGREEMENT/CONTRACT:** The Proposer shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein. The Contracting Entity reserves the right to award this Agreement/Contract to a single Proposer or to multiple Proposers, whichever is deemed to be in best interest of the Contracting Entity.

**CONTRACTING ENTITY:** The term "Contracting Entity" as used throughout this Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the services from the resultant Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of services from the resultant Agreement(s)/Contract(s), the Proposer(s) will honor the terms and conditions, including price, of the Agreement(s)/Contract(s).

**PROPOSER:** Upon award of this Agreement/Contract, the term "Proposer" or "Consultant/Service Provider" shall mean the contracting party supplying the goods and/or services.

**AGREEMENT/CONTRACT PERIOD:** The Agreement/Contract shall be for one year with the option to renew for four additional one-year periods. The Agreement/Contract shall be in effect commencing on the date approved by the Contracting Entity.

### **AGREEMENT/CONTRACT RENEWAL OPTION:**

1. This Agreement/Contract is renewable for four additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the Agreement/Contract, a written preliminary notice will be furnished to the Proposer prior to the expiration date of the Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

2. Upon receipt of the Contracting Entity's preliminary notice, the Proposer shall, if desired, submit a written agreement to continue Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Agreement/Contract as renewed shall be deemed to include this provision except that the total duration of this Agreement/Contract, including any renewals, shall not exceed five years without approval of the Contracting Entity.
4. In all cases Agreement/Contract renewals shall be approved by the Contracting Entity, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

**ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):**

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Proposer agrees to furnish all quantities ordered by the Contracting Entity during the Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Proposer for all its requirements for those items shown in the price schedule, as awarded, except as follows:
  - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
  - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
  - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
  - d. Quantities of items awarded under specific and separate agreements/contracts.
  - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
6. The Contracting Entity may request vendors provide quantity discounts when making larger purchases. Quantity discounts will be requested from all proposers when multiple agreements/contracts are awarded.

**ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of this Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement/Contract articles, (ii) RFP Specifications, (iii) Notice to Proposers, (iv) General Instructions and Requirements for Proposers, (v) other requirements provided by the Contracting Entity in the RFP packet, then (vi) attachments, notes and exceptions by Proposer.

**PAYMENT METHODS:** The ordering Departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the agreement/contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Proposer for delivery of goods or services awarded by Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

**PAYMENT/INVOICE:**

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be e-mailed directly to The City of Oklahoma City, Accounts Payable's Section at [cityinvoices@okc.gov](mailto:cityinvoices@okc.gov). If any other trust or government entity chooses to avail itself of the resulting contract, invoices may need to be emailed to a different invoice address. Questions concerning invoices may be emailed to [accountspayable@okc.gov](mailto:accountspayable@okc.gov). Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment could be delayed, or may not be processed at all.

**FOR ORDERS PLACED BY PURCHASING CARD:** Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
  - a. Proposer's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:
    - (1)description/stock number

- (2)unit price
- (3)quantity
- (4)unit of issue (each, box, dozen, pound, etc.)
- (5)total price
- e. Total amount of invoice
- f.Date of delivery

4. Invoices should not reflect any outstanding backorders.

**WARRANTY:**

1. The Proposer warrants that at the time of delivery, all items furnished under this Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Agreement/Contract. All Proposers will furnish with their proposal, one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Proposer agrees that the Contracting Entity shall have the right to:
  - a. Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense; or
  - b. Require an equitable adjustment in the Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

**GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this Agreement/Contract:

- a. Agreement/Contract
- b. Proposer's Proposal
- c. General Requirements and Instruction for Proposers
- d. Oklahoma Open Records Act and Confidential Information
- e. Non-Discrimination Statement
- f. Anti/Non-Collusion Affidavit

**SAFETY DATA SHEETS:** Any Proposer supplying goods or materials to The City of Oklahoma City or a related Trust that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to agreement/contract award
- c. Submitted with the product invoice
- d. Submitted at the request of The City or Trust



In all instances, the Proposer shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from The City or related Trust. The appropriate proposal number, agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

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## **PROPOSAL SPECIFICATIONS**

### **Other Provisions**

**ADDENDA:** It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

**BRAND NAMES/EXAMPLES:** Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

**INSURANCE REQUIREMENTS:** Prior to approval of this contract, the CONSULTANT/SERVICE PROVIDER shall obtain insurance coverage as provided below. The CONSULTANT/SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by Contracting Entity's staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Contracting Entity. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured without reservation or restriction. The Contracting Entity shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER's valuable papers insurance policy for this Project.

All insurance coverage of the CONSULTANT/SERVICE PROVIDER shall be primary and non-contributory to any insurance or self-insurance program carried by the Contracting Entity.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a

deductible does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER's deductible is different than declared, then the Contracting Entity will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the CONSULTANT/SERVICE PROVIDER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the CONSULTANT/SERVICE PROVIDER under this contract are designed to meet the minimum requirements of the Contracting Entity. Such coverage and limits are not designed as a recommended insurance program for the CONSULTANT/SERVICE PROVIDER. The CONSULTANT/SERVICE PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT/SERVICE PROVIDER have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the CONSULTANT/SERVICE PROVIDER should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the CONSULTANT/SERVICE PROVIDER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the CONSULTANT/SERVICE PROVIDER. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the CONSULTANT/SERVICE PROVIDER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the CONSULTANT/SERVICE PROVIDER is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the CONSULTANT/SERVICE PROVIDER must provide the Contracting Entity a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

- (2) Commercial General Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single act, accident, or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single act, accident, or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single act, accident, or occurrence.

- (3) Automobile Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- D. Certificates: The insurance coverage and limits required herein must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. **The certificate must include the OCITY RFP 25715 and Project or Contract description or name. The policy description shall state the following: “Additional insured(s) o the listed policies are those required in the contract.”**
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The CONSULTANT/SERVICE PROVIDER authorizes the Contracting Entity to confirm all information so furnished as to the CONSULTANT/SERVICE PROVIDER's compliance with its bonds and insurance requirements with the CONSULTANT/SERVICE PROVIDER's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the CONSULTANT/SERVICE PROVIDER shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the Contracting Entity. The Contracting Entity may at its option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Contracting Entity. The Contracting Entity expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the CONSULTANT/SERVICE PROVIDER shall immediately notify the Contracting Entity and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Contracting Entity requests a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the CONSULTANT/SERVICE PROVIDER hereby agrees to promptly authorize and have delivered to the Contracting Entity such statement.

- F. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the Contracting Entity. For CONSULTANT/SERVICE PROVIDERS providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the Contracting Entity.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Proposer covenants and agrees that he and his agents and employees will comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this agreement, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

**UNDUE INFLUENCE:** Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Proposer with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

**INDEMNITY:** Proposer agrees to hold harmless, defend and indemnify the Contracting Entity from all claims for damages alleged to arise from Proposer's acts and/or omissions.

Under Oklahoma law, the City and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires such a clause.

**RIGHT TO REJECT:** The Contracting Entity reserves the right to reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful respondent does not execute an Agreement/Contract within 30 days after award of the proposal.

**CLARIFICATION:** The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

**WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the Contracting Entity the services set forth in the attached request for proposals, or until the proposals have been approved.

**APPROVAL OF INFORMATION RELEASE:** No reports, information, or data given to or prepared by the firm under the Agreement/Contract shall be made available to any individual or organization without prior written approval of the Contracting Entity.

**TERMINATION:** This agreement may be terminated at the discretion of either party upon 90 days' notice to the other party.

**INDEPENDENT CONTRACTOR:** Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Agreement/Contract.

**PROPOSAL GUIDELINES:** A copy of the City Guidelines and Procedures may be obtained from the City Clerk's Office, 200 N. Walker, 2<sup>nd</sup> Floor.

**ESCALATION/DE-ESCALATION:** Proposer may request a price increase or decrease if the Proposer shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Proposer's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Proposer may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City  
Procurement Services Division  
Attn: Jennifer Swann, Procurement Services  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[jennifer.swann@okc.gov](mailto:jennifer.swann@okc.gov)

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## **PROPOSAL SPECIFICATIONS**

### **Technical Provisions**

#### **I. PROCESS:**

##### **A. PUBLISHED NOTICE:**

Journal Record, **Wednesday, February 12, 2025.**

The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with BidSync at <https://www.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the BidSync electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the Contracting Entity through BidSync. Instructions on how to get registered to propose through BidSync can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

**NON-MANDATORY PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held on **Thursday, February 20, 2025 at 2:00 p.m.** virtually on MS Teams.

##### **Online Audio and Video**

**Teams Meeting Web Address:** <https://teams.microsoft.com/>

**Meeting ID:** 230 510 780 433

**Passcode:** nr6Lf7rj

The purpose of the meeting is to explain the request for proposal, answer any questions concerning the proposal, and to receive any requests for amendments to the RFP as suggested by interested proposers. The Contracting Entity makes no assurances that any such requested amendments will be incorporated into the RFP.

##### **B. ADDENDA:**

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the Contracting Entity except those in this RFP and any written addenda issued by the Contracting Entity.

##### **C. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR**

**AMENDMENTS:** There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding by **12:00 p.m. C.S.T. Thursday, February 27, 2025.** Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.



## **II. INTENT:**

To acquire 24-hour refueling at approximately 50 (fifty) evenly geographically dispersed sites throughout the City limits for every day the contract is in effect, excluding CNG and biodiesel fueling stations. Vendors submitting proposals only for alternative fuel types are to list their site(s) availability. The proposal must also include a comprehensive list of each location at which fuel and automatic car/truck washes will be available and the hours during which they will be available. Vendor site fueling proposers shall provide a map of the Oklahoma City Metropolitan Area marking locations of all fueling stations in each quadrant of the City.

It is preferred that there be at least one station in every quadrant of the Oklahoma City limits that has the ability to accommodate an equipment trailer. In case of waiting lines at sites, the City shall receive immediate access to products during or in preparation for emergencies. The City of Oklahoma City would like for its fleet to have the ability to use unmanned sites at a few locations throughout the City.

It is anticipated that the pricing agreement will be effective on July 1, 2025. The current agreements expire on June 30, 2025.

Electronic location directories should be uploaded with the proposal submitted and on an as-needed basis after contract approval. The contracted vendor will notify the City via e-mail at: [GS-DailyFuelPrices@okc.gov](mailto:GS-DailyFuelPrices@okc.gov) regarding location and hour changes.

## **III. PRODUCTS:**

- a) No-Ethanol Regular Unleaded Gasoline – 87 octane or higher - Vendor must state octane level of product proposed. Gasoline must meet ASTM D4814 specification. The gasoline proposed must not contain any percentage of Ethanol or Methanol.
- b) Regular Unleaded Gasoline – 87 octane or higher - Vendor must state octane level of product proposed. Gasoline must meet ASTM D4814 specification. The gasoline proposed must not have more than 10% Ethanol or Methanol added.
- c) Unleaded Plus Gasoline – 89 Octane or higher - Vendor must state octane level of product proposed. Gasoline must meet ASTM D4814 specification. The gasoline proposed must not have more than 10% Ethanol or Methanol added.
- d) Super Unleaded Gasoline – 91 octane or higher - Vendor must state octane level of product proposed. Gasoline must meet ASTM D4814 specification. The gasoline proposed must not have more than 10% Ethanol or Methanol added.
- e) Ultra Low-Sulfur Diesel Fuel – Must meet the latest ASTM standards for sulphur content. Vendor must state locations at which diesel fuel will be available.
- f) Compressed Natural Gas – Vendor must state locations at which Compressed Natural Gas will be available. Vendor must indicate the rate of PSI dispensing.
- g) Ethanol Gasoline E-85 – Gasoline must be blended with a minimum octane rating as

established by the Oklahoma State Corporation Commission formula “R plus/minus M divided into 2.” Vendor must state locations at which E-85 fuel will be available. **All fuel supplied must meet the most current State and Federal regulatory requirements.**

- h) Biodiesel Fuel (B5, B10, B20 grades) – Biodiesel fuel must meet properties for ASTM WK7852 standard specification for diesel fuel oil, biodiesel blend. **All fuel supplied must meet the most current State and Federal regulatory requirements.**
- i) Propane - Vendor must state locations at which propane will be available.
- j) Diesel Exhaust Fluid – Must meet the latest ASTM D7821 standards and ISO 22241(1) standard as an aqueous urea solution of 32.5% high-purity urea (AUS 32) and 67.5 deionized water.

**IV. CAR WASH SERVICES:** Proposers will provide a comprehensive list of locations and costs for automatic car and truck washes. Prices proposed must match the billing statement and data import files.

**V. DATA TRANSFERS:** The City requires weekly and monthly data transfers containing certain information, listed below, for each vehicle that utilizes any fuel dispensing location during the previous week or previous month.

**A. DATA TRANSFER REQUIREMENTS:** Weekly data transfers are due within three working days after the end of the week. A week, for purposes of this proposal, is defined as Monday at 12:00 a.m. through Sunday at 11:59 p.m. Monthly data transfers and billing statements are due within ten working days after the end of the month. All data transfers must, at a minimum, contain the following information for each vehicle that utilizes any fuel dispensing location:

- Specific product and/or service obtained (gasoline, diesel, oil, car wash, etc.);
- Number of gallons of fuel and/or quarts of oil obtained per transaction;
- Date and time product obtained;
- Location at which product obtained;
- Odometer reading of the vehicle when product obtained, and miles driven since previous transaction;
- City applied vehicle equipment number;
- Vehicle operator’s name;
- Unit cost of product obtained and extended cost of product obtained;
- Billing total for all products dispensed, including total dollars;
- Data must be sorted and grouped by specific information. No specific data format is required; however, all required information must be present; and
- Data should be available to the City by e-mail or via the Internet at no charge.

Data transfers are not limited to the above listing. Please indicate all transferable data in proposal.

- B. IMPORT MAPPING:** The City has a need to verify required data and test for compatibility with the City's fuel mapping system. Proposers are to provide an import map and sample data file demonstrating field character lengths.

**VI. CONTROL (FLEET CARD) SYSTEM**

- a) The minimum control system that will be considered is one that provides security measures to reasonably ensure that access to commodities and services is authorized and provides accountability by employee and equipment for such access.
- b) Additionally, the control system should provide reasonable assurance that commodities and services billed to the City are limited to only those commodities and services specifically included in the terms of any approved contract. Provide details of your control system for prohibiting non-contracted items, limit fuel transactions, differentiate a transaction for service versus a car wash, and prevent unauthorized transactions.
- c) Access governed through any combination of magnetic cards, electronic keys, employee identification numbers and/or personal identification numbers meeting the requirements discussed above will be considered.
- d) In no case will the City and/or participating Trust pay for purchases of commodities and services not specifically included in the terms of any approved contract.
- e) Indicate in proposal whether or not car wash purchases can be restricted by dollar amount or some other method of restriction. For example, can the City restrict employees to only use the least expensive available carwash?
- f) Receipts or other transaction records should be issued to City employees at the point of sale. These points of sale transaction records should provide sufficient information to substantiate itemized transactions included in vendor invoices. Generally, this information should correspond to that indicated in the PAYMENT/INVOICE sections of any approved contract.
- g) Indicate in the proposal whether proposed fuel card program has the ability to ascertain fuel versus non-fuel purchases.
- h) Ability to review real-time transaction data via the Internet, including but not limited to, vehicle operator, vehicle equipment number, etc.
- i) Explain simple self-audit controls.
- j) Indicate notifications that may be provided to customers for miscellaneous or service transactions.
- k) Indicate in the proposal whether the proposed fuel card program provides the ability for City staff to run ad hoc reports.

**VII. BILLING STATEMENT REQUIREMENTS:** Ability to meet the specific needs of the City or any participating Trust in relation to regulatory requirements, responsiveness to billing inquiries, etc.

- a) Data contained in the transfer files are to coincide with the billing statements. Specify in proposal if cut-off dates for the data import file is different than the monthly billing statement.
- b) Specify the account credit limit and procedure for notifying the City in the event this amount changes.
- c) Statements containing charges that have been recorded incorrectly or lacks sufficient information such as driver or vehicle number identification would need to be adjusted. Provide solution for verifying such transactions if they do occur or explain control for preventing misclassified transactions.
- d) Billing statements are to be delivered promptly to allow personnel suitable time to verify transactions and process payment. Explain timeframe for submitting invoices and resolving billing disputes.
- e) Provide policy and process to have billing disputes resolved.

**VIII. PROJECT TEAM MEMBERS AND CUSTOMER SERVICE SUPPORT:** Describe the project team who will be managing the City of Oklahoma City's account with complete contact information, titles and office locations. Describe how your company will provide the City with excellent customer service. A primary point of contact for card problems such as an Account Manager is vital for this contract.

**IX. COMPANY HISTORY AND TRACK RECORD:** Proposals should include information on your company's history and track record providing similar services. A minimum of five customer references should be included with the proposal. It is preferred references include other government agencies with similar requirements to the City of Oklahoma City.

**X. DETAILED COST PROPOSAL:** The "RFP25715 Cost Response Questionnaire" must be completed in the electronic bidding system. If you have additional cost information to include in your proposal, it can be attached and included separately, but the listed form must be completed for consideration by the evaluation committee.

**XI. FORMS AND OTHER DOCUMENTS:** The electronic bidding system will require that you acknowledge that you reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Anti/Non-Collusion Affidavit and Vendor Registration Form will be completed prior to contract award.

**XII. SELECTION PROCESS**

- A. PROPOSAL EVALUATION PROCESS:** Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of

members from user departments, as well as a Finance Director and City Manager designee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the proposers. The selection committee will report the results of its evaluations and make its recommendation to the City Council of the City of Oklahoma City. The City will approve the recommended proposer, a different proposer, or may decline to contract with any proposer.

**B. SELECTION CRITERIA:** Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

1. Company history and track record, including customer references; and
2. Number of refueling locations offering specified products and car wash services; and
3. Project team members and customer service support; and
4. Data transfers and fleet card system; and
5. Billing statement requirements; and
6. Pricing for fuel and car wash services.

### **XIII. ADDITIONAL REQUIREMENTS AND INFORMATION:**

**A. ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system. The City of Oklahoma City is not bound by any oral representation, clarifications or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

**B. ALTERING PROPOSALS:** Proposals cannot be altered or amended after the submission deadline; however the selection committee may request a clarification or additional information from any, some or all proposers.

#### **C. PROPOSAL TIMELINE:**

| Event  | Date                         |
|--|------------------------------|
| RFP available to the Public  | Wednesday, February 12, 2025 |
| Virtual Non-Mandatory Pre-Proposal meeting at 2:00 p.m. CST via Teams  | Thursday, February 20, 2025  |
| Technical questions due by noon.                                       | Thursday, February 27, 2025  |
| Proposals due to the City Clerk's Office by 4:00:00 p.m.               | Wednesday, March 5, 2025     |
| Interviews and clarifications, if desired by the City of Oklahoma City | March 17 – April 11, 2025    |
| Finalization of Contract Terms   | April 21 – May 13, 2025      |
| Contract Approval by Council to be effective July 1, 2025              | Tuesday, June 17, 2025       |

**Note: Beyond the Proposal due date, all dates are tentative and subject to change.**

#### **XIV. EXCEPTIONS/DEVIATIONS:**

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the Proposer's Proposal. Failure to do so shall be construed to mean that the Proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

#### **XV. SUBMITTAL INFORMATION INSTRUCTIONS:**

##### **COMPILE YOUR PROPOSAL DOCUMENTS IN THE FOLLOWING ORDER:**

- *First*, electronically complete or acknowledge required forms in the electronic bidding system; then
- *Second*, include your Cover Letter (as a part of your submittal, typically sent by proposers); then
- *Third*, attach the following proposal information requirements: Include all requested proposal information from Sections I – XV, preferably in section order; and
- *Finally*, The City of Oklahoma City will receive electronic proposals until 4:00:00 p.m. on Wednesday, March 5th, 2025. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file. Do not ZIP files.

[The rest of page intentionally left blank.]

**RFP25715 - Detailed Cost Proposal Response**

**This form must be completed and submitted through the electronic bidding system.**

All charges assessed to the Contracting Entity for the installation and use of fleet system fuel card must be clearly defined in the Proposer s proposal. Upon contract award, no charges to Cost Assessment fees will be accepted unless specifically requested by the Contracting Entity. Indicate N/A if you do not provide a listed service. Indicate C/I if the cost is included in your Basic Services. Do not leave any blank spaces.

**1. Card Costs:** Cleary identify all card costs. This should include initial costs, if any, for the issuance and encoding of fuel cards and any ongoing costs associated with use of the fuel cards. Include any miscellaneous costs/fees that may apply.

If the Proposer provides fueling cards with customizable graphic designs, please attach at least one, but no more than three, artwork sample(s). This may include the Contracting Entity s seal or logo, the words [City of Oklahoma City], etc. Please specify color if not demonstrated. The City reserves the right to select one (1) card design. Indicate N/A if you do not provide a listed service. Indicate C/I if the cost is included in your Basic Services. Do not leave any blank spaces.

| Cost Description   | Plain Fleet Card (No<br>seal, logo, etc) | Designed Fleet Card<br>(with seal, logo, etc.) |
|--|--|--|
|  | Amount                                   | Amount   |
| Cost Accessed for Set up and Creation of Contracting<br>Entity Specific Card | \$ <input type="text"/>                  | \$ <input type="text"/>                        |
| Per Card Charge for Initial Issue Cards                                      | \$ <input type="text"/>                  | \$ <input type="text"/>                        |
| Per Card Charge for Replacement Cards  | \$ <input type="text"/>                  | \$ <input type="text"/>                        |
| Per Card Encoding Charges  | \$ <input type="text"/>                  | \$ <input type="text"/>                        |
| Per Card Charges for Use on a Monthly Basis                                  | \$ <input type="text"/>                  | \$ <input type="text"/>                        |
| Maintenance Fee  | \$ <input type="text"/>                  | \$ <input type="text"/>                        |

Describe Other Card Costs:

**2. Data Transfer Costs:** Clearly identify the costs of all data transfers. Enter a whole dollar amount including \$0.00 if this applies. Access charges per transfer, regardless of frequency. Indicate N/A if you do not provide a listed service. Indicate C/I if the cost is included in your Basic Services. Do not leave any blank spaces.

**Data Transfer Costs****Amount**

Weekly Data Transfer

\$ 

Monthly Data Transfer

\$ 

Describe Other Data Transfer Costs:

**3. Training:** Clearly identify and itemize all on-site training costs, if provided.

**4. Service and/or Miscellaneous Fees:** Clearly identify and itemize all optional or required service fees associated with your proposal. Please indicate a whole value dollar estimated cost, including \$0.00, if you provide the listed services. Indicate N/A if you do not provide a listed service. Indicate C/I if the cost is included in your Basic Services. Do not leave any blank spaces.

**DESCRIPTION****AMOUNT**

On-site training and installation with each City agency or user group (per hour)

\$  per hour

24-hour toll free access telephone number to assist City (per month)

\$  per month

Support access via resident terminal to receive/return EMAIL via restricted log-on to the Proposer EMAIL System from City agencies in regard to locations, card use, card problem, station problems and accounting errors (per month)

\$  per month

Describe Other Service and/or Miscellaneous Fees:



**5. Off-Site Fuel Costs:** Provide the price per gallon for each product listed for the week of January 13, 2025 through January 19, 2025.

|                                  | PER GALLON              | AMOUNT                         |
|----------------------------------|-------------------------|--------------------------------|
| 87 octane                        | \$ <input type="text"/> | per gallon                     |
| 87 octane No ethanol or Methanol | \$ <input type="text"/> | per gallon                     |
| 89 octane                        | \$ <input type="text"/> | per gallon                     |
| 91 octane                        | \$ <input type="text"/> | per gallon                     |
| Ultra Low- Sulfur Diesel Fuel    | \$ <input type="text"/> | per gallon                     |
| Ethanol E-85                     | \$ <input type="text"/> | per gallon                     |
| Biodiesel                        | \$ <input type="text"/> | per gallon                     |
| CNG                              | \$ <input type="text"/> | per gasoline gallon equivalent |
| Propane                          | \$ <input type="text"/> | per gallon                     |
| DEF                              | \$ <input type="text"/> | per gallon                     |

The tables below are used to provide detail of the bidder's pricing methodology for the price per unit proposed above. In the space below each table, provide a written explanation of the methodology. Be sure to include the pricing index used, such as Oil Price Information Service (OPIS), branded or unbranded prices, averaged or un-averaged prices, dates the prices were taken, which rack was used and any other information of significance. For the City's contract monitoring purposes, the proposer should provide enough detail for the City to recreate the price per gallon billed.

Proposers proposing a cost model based on price at the pump and a rebate program should upload a separate document demonstrating their how their pricing model will work and how the City can verify we are receiving contracted pricing. Complete only what information is applicable on this document.

Proposers proposing a pricing index model should complete this form in its entirety.

| <b>Benchmark Price Date</b> | <b>87 octane</b><br>Less than 10% | <b>87 octane</b><br>No Ethanol or<br>Methanol | <b>89 octane</b> | <b>91 octane</b> | <b>100% pure<br/>gasoline</b> |
|-----------------------------|-----------------------------------|---|------------------|------------------|-------------------------------|
| 01-13-25 (Mon)              |                                   |   |                  |                  |                               |
| 01-14-25 (Tue)              |                                   |   |                  |                  |                               |
| 01-15-25 (Wed)              |                                   |   |                  |                  |                               |
| 01-16-25 (Thu)              |                                   |   |                  |                  |                               |
| 01-17-25 (Fri)              |                                   |   |                  |                  |                               |
| 01-18-25 (Sat)              |                                   |   |                  |                  |                               |
| 01-19-25 (Sun)              |                                   |   |                  |                  |                               |
| <b>Subtotal or Average</b>  |                                   |   |                  |                  |                               |
| +Taxes                      |                                   |   |                  |                  |                               |
| +Freight                    |                                   |   |                  |                  |                               |
| +Markup                     |                                   |   |                  |                  |                               |
| +Other(Explain)             |                                   |   |                  |                  |                               |
| <b>= Proposed Pricing</b>   |                                   |   |                  |                  |                               |

Provide an illustration of methodology used to arrive at proposed pricing in the space provided. The City of Oklahoma City will furnish a properly completed federal excise tax exemption certificate to the vendor.

Propane, E-85, Biodiesel and Compressed Natural Gas (CNG):

| Benchmark Price<br>Date | Propane | E-85 | Biodiesel | Ultra Low<br>Sulfur<br>Diesel Fuel | CNG | DEF |
|-------------------------|---------|------|-----------|------------------------------------|-----|-----|
| 01-13-25 (Mon)          |         |      |           |                                    |     |     |
| 01-14-25 (Tue)          |         |      |           |                                    |     |     |
| 01-15-25 (Wed)          |         |      |           |                                    |     |     |
| 01-16-25 (Thu)          |         |      |           |                                    |     |     |
| 01-17-25 (Fri)          |         |      |           |                                    |     |     |
| 01-18-25 (Sat)          |         |      |           |                                    |     |     |
| 01-19-25 (Sun)          |         |      |           |                                    |     |     |
| Subtotal or Average     |         |      |           |                                    |     |     |
| +Taxes                  |         |      |           |                                    |     |     |
| +Freight                |         |      |           |                                    |     |     |
| +Markup                 |         |      |           |                                    |     |     |
| +Other(Explain)         |         |      |           |                                    |     |     |
| =Proposed Pricing       |         |      |           |                                    |     |     |

Provide an illustration of methodology used to arrive at proposed pricing in the space provided. The City of Oklahoma City will furnish a properly completed federal excise tax exemption certificate to the vendor

**6. Automatic Car/Truck Wash:** Indicate N/A if you do not provide this service. Provide details of the car wash quality for price(s) proposed. Prices proposed must match billing statements and data import files. **Do not leave blank spaces.**

|                                  | Price | Quality Description |
|----------------------------------|-------|---------------------|
| Automatic Car Wash (per vehicle) | \$    |                     |
|                                  | \$    |                     |
|                                  | \$    |                     |
|                                  | \$    |                     |

Number of carwash locations:

**Automatic Truck Wash (per  
vehicle)**

| Price |  | Quality Description |  |
|-------|--|---------------------|--|
| \$    |  |                     |  |
| \$    |  |                     |  |
| \$    |  |                     |  |
| \$    |  |                     |  |

Number of truckwash locations:

## Question and Answers for Bid #RFP-OCITY-25715 - VENDOR SITE FUELING, INCLUDING CAR WASH SERVICES

### Overall Bid Questions

There are no questions associated with this bid.