

Fuel Delivery Contract Proposal

Purchasing Agent
City of Norman
Post Office Box 370
Norman, OK 73070

DATE: _____

Dear Purchasing Agent:

The undersigned proposes to furnish, by contract, the following fuel, f.o.b., Norman, Oklahoma, ready for immediate use, as follows:

	<u>TYPE</u>	<u>FUEL</u>	<u>GRADE</u>
1.	Gasoline, Unleaded		Regular
2.	#2 Diesel		No. 2-D

CONTRACT PERIOD

Date approved by City Council until September 31, 2009, or until 30 days after notice has been given by the City of Norman of it's desire to terminate the contract.

ESTIMATE FUEL PURCHASE

The estimated amount of fuel to be purchased by contract is based on fuel purchased during Fiscal Year 2008 and is summarized as follows:

	<u>TYPE</u>	<u>ANNUAL PURCHASE AMOUNT</u>	<u>GALLONS</u>
1.	Gasoline, Unleaded		300,000
2.	#2 Diesel		336,000

SPECIFICATIONS

Bidder's Proposal

<u>UNLEADED GASOLINE</u>	<u>DIESEL FUEL</u>
Minimum Octane Rating R+M/2=87	Gravity 36.1
Poly Ether Amine Gasoline Additive (R = Research Octane)	Flash 145 Degrees
(M = Motor Octane)	Viscosity at 100 Degrees 30-45
	Minimum Cetane 45
	Maximum Sulphur Content .5 or 5/10%.

BIDDERS SHALL RESPOND IN BIDDER'S PROPOSAL

BIDDER'S PROPOSAL

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All gasoline must be volatile hydrocarbon fuel, free from water and suspended matter and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Oklahoma Corporation No. 209912, April, 1, 1982.

Diesel fuel must be suitable for use in diesel engines and free from water and foreign matter. Must meet or exceed State of Oklahoma Corporation Commission Fuel Inspection Rule, General Order No. 209912, April 1, 1982.

TESTING OF ADHERENCE TO SPECIFICATIONS

The Oklahoma Corporation Commission may be requested to make test of the products, should there be any question as to the quality of products furnished under this contract. Should it be determined that any products purchased do not meet specification terms, or conditions, such gasoline or diesel must be picked up immediately by seller (as directed by the City of Norman) and full credit given. In addition, vendor will be liable for any fees or charges incurred for testing, if product fails.

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LOCATIONS OF FUEL STORAGE TANKS

North Base - Underground tanks

1301 DaVinci, south of Rock Creek on Flood

Tanks:

- 1 - 10,000 gallon (gasoline, unleaded, regular)
- 1 - 10,000 gallon (diesel, No. 2)

Westwood Golf Course - Underground tanks

2300 Westport Drive

Tanks:

- 1 - 1,000 gallon (gasoline, unleaded, regular)
- 2 - 1,000 gallon (diesel, No. 2)

Little Axe Fire Station #5 - Above ground tanks

1000 168th Ave. S.E.

Tanks:

- 1 - 500 gallon (gasoline, unleaded, regular)
- 2 - 500 gallon (diesel, No. 2)

Alameda Street Fire Station #6 - Above ground tanks

7405 East Alameda, six (6) miles east of Porter

Tanks:

- 1 - 500 gallon (gasoline, unleaded, regular)
- 2 - 500 gallon (diesel, No. 2)

Police Station Generator

Tank:

- 1 - 1,000 gallon (diesel, No. 2)

Note: This tank is only filled once a year with 500 gallons of diesel.

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ESCALATION

It is recognized by the City of Norman that the instability of petroleum fuel prices precludes an absolute bid price for one (1) year. The successful vendor will be allowed to adjust the fluctuations in the market that is beyond the control of the vendor. Those fluctuations that are to the benefit of the City will also be included. The fuel adjustments shall be furnished by the vendor to the City Controller and the Fleet Management Director within ten (10) days of change. Invoices will be paid against the most recent price at the time of delivery.

SUPPLY

In the event of nationwide shortages of fuel supply, the successful vendor shall conform to Federal Regulations for allocation of fuel to governmental entities for the health and safety of its citizens. Fuel allocations on that basis shall not be diverted by the vendor to retail trade. Nor shall the vendor withdraw from this contract.

DELIVERY

All fuel shall be bid, net gallons, f.o.b., Norman at the site of the storage tank designated on the order. Deliveries shall be made within twenty-four (24) hours of the receipt of the order, excluding weekends and holidays.

The vendor shall provide for all equipment and personnel necessary to complete delivery of the fuel.

Pump water out of bottom of tanks and dispose of as needed.

AWARD OF BID

The Council of the City of Norman will award the bid by SECTIONS that are to the advantage of the City. "All or None" type bids will be considered only if it is in the best interest of the City.

UST FUND:

The City of Norman participates in the UST Fund Program and requires the vendor to collect the fee. Prices quoted shall include the current fee of one cent (\$0.01) per gallon.

SPLIT LOADS

For the purpose of this specification, "Split Load" shall be defined as: any delivery that contains both Unleaded and Diesel fuels delivered to one location during a single delivery. Special fees for split loads shall be clearly identified in the bid proposal.

BIDDER'S PROPOSAL

SECTION I: TRANSPORT DELIVERY

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Unleaded	\$ _____ Delivery Fee (per gallon)	\$ _____ Profit Margin (per gallon)
#2 Diesel	\$ _____ Delivery Fee (per gallon)	\$ _____ Profit Margin (per gallon)
Split Load	\$ _____ fee per load/per gallon - please specify	

SECTION II: BOBTAIL DELIVERY

Unleaded	\$ _____ Delivery Fee (per gallon)	\$ _____ Profit Margin (per gallon)
#2 Diesel	\$ _____ Delivery Fee (per gallon)	\$ _____ Profit Margin (per gallon)
Split Load	\$ _____ fee per load/per gallon - please specify	

(Note: Only whole cents or fractions carried to four (4) digits will be considered, i.e. .03 cents; .0350 cents; or .0333 cents etc.)

NO OTHER FEES SHALL BE APPLIED UNLESS DETAILED WITHIN THESE BID SPECIFICATIONS TO ANY DELIVERY MADE TO THE CITY OF NORMAN, INCLUDING BUT NOT LIMITED TO FREIGHT CHARGES AND/OR FUEL SUR-CHARGES.

The vendor must furnish all agencies proof of terminal prices on initial deliveries any time there is a price change.

Include a copy of the latest terminal prices with your bid. Copy should not be no more than one week old at time of bid opening.

If awarded any or all sections of this contract on the basis of the above bid, we agree to deliver the fuel to the various storage tank sites in the City per phone request.

Bid price guaranteed for thirty (30) days from date of bid opening.

SIGNED: _____
(Name of Company)

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BY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

These specifications have been reviewed and approved by:

Frank Lawson, Fleet Management Director

Any exceptions to the specifications must be clearly detailed and described. In the event clarification is required, please contact:

Frank Lawson
Fleet Management Director
Post Office Box 370
Norman, OK 73070
Telephone: (405) 292-9708

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Vendor List
Fuel

Paul Penley Oil Co.
2627 W. Reno
Oklahoma City, OK 73107
Telephone: 235-7553

Alternative Fuel Distributors
Attn: Allan Parish

Red Rock Dist. Co.
P.O. Box 82336
OKC, ok 73148