



## Central Pierce Fire & Rescue Request for Proposal

Request for proposal to purchase fuel and lubricants for Central Pierce Fire & Rescue owned and operated fuel sites and equipment.

- 1.0 **Language:** For the duration of this document the language shall be as addressed below:
  - 1.1 Request for Proposal as "RFP"
  - 1.2 Central Pierce Fire & Rescue as "CPFR"
  - 1.3 Company submitting proposal as "Bidder" or "Bidding agency"
  - 1.4 Company awarded the contract as "Successful Bidder" or "Successful Applicant"
- 2.0 **Introduction:** CPFR is seeking proposals for the purchase of regular unleaded gasoline, #2 ultra low sulfur diesel (dyed and undyed), oils and lubricants for fire district owned or operated equipment.
- 3.0 **General Terms and Conditions**
  - 3.1 Submittals must be marked "**RFP – Fuel Purchasing Bid**" and will be received no later than **4:00 p.m. PST on Tuesday, October 4th, 2011**. Proposals can be mailed or hand carried to Central Pierce Fire & Rescue - Station 60 at 17520 22<sup>nd</sup> Ave E. Tacoma, Washington 98445. Proposals will not be accepted via fax machine or internet e-mail. Any proposal (or addendum pertaining thereto) received after the announced time and date (**4:00 p.m. PST on Tuesday, October 4th, 2011**) at the announced location (**CPFR - Station 60**) for submittal, whether by mail or otherwise, will be rejected.
  - 3.2 CPFR is fully compliant with the Americans with Disabilities Act (ADA) and will make reasonable accommodations as required, if such requests are made known to us by phone at 253.538.6400 or via email at [bbanks@centralpiercefirerescue.org](mailto:bbanks@centralpiercefirerescue.org) three (3) weekdays prior to any required need.
  - 3.3 Nothing within this RFP is intended to exclude any reasonable bid or responsible firm from submitting a bid, or in any way restrict competition. CPFR reserves the right to reject any or all proposals for lack of responsiveness or responsibility, and the right to waive any immaterial irregularities.
  - 3.4 **Minority Bidders:** CPFR encourages all businesses, including minority owned businesses, to respond to this RFP.

- 3.6 Insurance: Before commencing the work and as a condition precedent to any payment for the work, the successful applicant must provide CPFR with a copy of a **Commercial General Liability Certificate of Insurance** in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage per occurrence, with a \$2,000,000 aggregate. The insurance coverage provided must include broad form contractual, property, personal injury, premise operations and coverage for independent and subcontractors. Also, included must be a copy of a **Certificate of Auto Insurance** that will include \$1,000,000 liability for all owned, non-owned and hired vehicles, a \$2,000,000 combined single limit for bodily injury and property damage (per occurrence).

Inclusive of this requirement are fire and extended casualty coverage for all improvements, equipment and fixtures of CPFR, in an amount not less than the full replacement value thereof, to the extent such coverage is available.

Product liability coverage shall be maintained in the amount of \$100,000 with Worker's Compensation and employer's liability coverage in the amount required by law.

The successful applicant and any subcontractors shall obtain and maintain the insurance as specified at its own expense for the duration of the contract as awarded. The proof of coverage shall contain an endorsement to the effect that written notification of cancellation or any material changes in the above outlined policies that will adversely affect the interests of CPFR will be provided to CPFR, (17520 22<sup>nd</sup> Ave E, Tacoma, WA 98445-4444) giving at least thirty (30) days notice of such change. The Bidder agrees to insert the substance of this clause, including this paragraph, in all subcontracts. Cancellation or loss of required insurance (as outlined above) will be considered just cause to void any and all contracts with the winning agency.

- 3.7 Indemnification: The successful bidder shall, and hereby expressly agrees, to hold harmless and indemnify CPFR and any of its associates against all losses, claims, actions, judgments, and any liability for injuries to persons, including wrongful death, damage to property or both, occurring during or in consequence of the performance of this contract if such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Bidder, Bidder's employees, subcontractors, or agents.

- 4.0 **Term:** The contract, when awarded, will be a yearly contract renewable annually at the mutual consent of both parties.

## **SCOPE OF SERVICES**

- 4.1 **Gasoline and No. 2 Ultra Low Sulfur Diesel (ULSD).** The Bidder will furnish gasoline and No. 2 Ultra Low Sulfur Diesel (dyed and undyed) fuel to CPFR as described below:
- 4.1.1 The gasoline will be reformulated unleaded 87-octane regular gasoline with a maximum 10% Ethanol mixture, and shall comply with the most recent American Society of Testing and Materials "ASTM" D4814 or latest edition standard specifications for automotive gasoline. The anti-knock index (RON + MON/2) must be in compliance with ASTM D4814 or latest edition as it relates to unleaded regular gasoline. **Standard Commercial grade diesel that meets ASTM D975 with a minimum Cetane rating of 50. Preferred fuel is EMA FQP-1A rated fuel. Fuel delivery during the winter months shall be Grade 1-D with Grade 2-D supplied the remainder of the year. Fuel supplied shall have an antimicrobial preventative additive. THE MINIMUM ANTI-KNOCK OCTANE FOR REFORMULATED UNLEADED REGULAR GASOLINE SHALL BE 87.**
- 4.2 **Pricing:** All references within the price proposal to an agency discount and/or an agency differential shall remain constant for the duration of any resulting contract. However, a Bidder offering either method shall maintain their pricing based on the posted price of his selected producing refiner(s).
- 4.2.1 **Fuel Prices offered shall be based OPIS Price for Tacoma, Pierce County, Washington for the date of September 12<sup>th</sup> , 2011.**
- 4.2.2 **Price notification:** The winning agency shall make the average OPIS fuel rack price information available upon request from CPFR daily, weekly, or bi-weekly, as mutually agreed upon by the parties.
- 4.2.3 **CPFR** owned Fire Department equipment is exempt from the Federal and State Excise Taxes on all diesels purchased, but CPFR is subject to Washington State Sales tax, and may be subject to other taxes levied pursuant to federal or state laws, on the sale of such fuel.
- 4.3 **Statements:** Invoices for each delivery and monthly statements will be forwarded to CPFR, Attn: Account Payable, 17520 22<sup>nd</sup> Ave E, Tacoma, WA 98445-4444 and/or emailed to [Finance@list.centralpiercefirer.org](mailto:Finance@list.centralpiercefirer.org)

Invoices will be generated for each delivery to include the following:

- Delivery Location
- Delivery Date
- Type of fuel
- Quantity of gallons
- Quantity of additives
- Rack price per gallon for fuel
- All applicable taxes (broken down by type)
- All applicable fees (broken down by type)
- Any additional costs (additives, delivery fees, surcharges, etc.) broken down by type

#### 5.0 **PROJECT / CONTRACT DESCRIPTION / BIDDING AGENCY QUALIFICATIONS**

**Project Description:** The diesel fuel shall be all purpose ultra low sulfur diesel (ULSD) fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, Grade No. 1-D S15 ---A special-purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 50. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel delivered. Please refer to ASTM D-976, latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted. The Bidder will furnish gasoline and #2 ultra low sulfur diesel fuel to CPFR as described below.

- 5.1 Fuel Delivery must be available on a twenty-four hours a day, seven days a week basis, including holidays for emergency purposes. The fuel must meet or exceed the minimum standards established by the state of Washington for the type of fuel being purchased. **Note:** CPFR used 11,400 gallons of gasoline and 89,000 gallons of diesel in 2010. Listed are the locations and size of the onsite fueling tanks currently being operated by CPFR. However, these are estimates based on prior purchases and the fire district is not obligated to purchase in these or any other quantities.
- 5.2 It is the intent of CPFR to contract with a single vendor to provide all services as listed herein. CPFR reserves the right to allow through inter-local agreements, other local fire department agencies to participate in the awarded contract.

5.3 **Insurance specifications:** The successful bidder shall carry and maintain insurance in the limits and with all requirements listed below:

The Bidder shall carry **Commercial General Liability Insurance** in the amount specified below, including the contractual liability assumed by the Bidder, and shall deliver Certificate of Insurance from carriers acceptable to the Localities specifying such limits, with CPFR named as an additional insured. In addition, the insurer shall agree to give thirty (30) days notice of its decision to cancel coverage.

1. Workmen's Compensation and Employer's Liability:  
**Limits of Liability** - Coverage must be in accordance with the laws of the State of Washington in which the service is to be performed, but the employer's liability limits of at least \$100,000 each occurrence.
2. Automobile Liability: including Owned, Non-Owned and Hired Car Coverage:  
**Limits of Liability:**           Single Limit: \$1,000,000 Cash occurrence  
  Aggregate     \$2,000,000
3. Comprehensive General Liability (CGL):  
**Limits of Liability:**           Single Limit: \$1,000,000 each occurrence  
Bodily Injury or Death   Aggregate     \$2,000,000

Contractual Liability covers the following indemnity agreement: the Bidder shall indemnify and hold harmless CPFR against and from all liability, claims, damages and costs, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the service and the performance of the work under this contract.

**DISTRICT RESPONSIBILITIES**

6.0 The District shall:

- 6.1 Provide to the Bidder all information in possession of the fire district which relates to the district requirements for the services or which is relevant to the contract.
- 6.2 Examine all reports, analysis, studies, tests, results, proposals and any other documents presented by the Bidder.
- 6.3 Designate a person to act as the District representative with respect to the services to be performed under any resulting contract. Such person shall have

the authority to transmit instructions, receive information, interpret and define district policy and decisions pertaining to the Bidder's services.

### **INFORMATION TO BE PROVIDED IN PROPOSAL**

7.0 As part of the proposal, each respondent must include the following. Each respondent shall structure their proposal response so that it contains individual tabs/sections detailing their company policies and practices pertaining to the following areas.

7.1 Specific qualifications, abilities, capabilities of the respondent to successfully provide all services and products needed for the Service and administer to this contract in a timely and professional manner. The Bidder shall complete the Bidder Responsibility Form included in these specifications.

### **8.0 SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

#### **8.1 SELECTION PROCEDURE**

Selection shall be made on the basis of the following factors involved in the RFP, including price information such as discounts. CPFR shall select the Bidder who, in its opinion, has made the best proposal and award the contract to the lowest responsible bidder that demonstrates best conformity with all factors involved, upon approval by the Board of Commissioners.

#### **8.2 REFERENCES**

8.2.1 All Bidders shall include a list of a minimum of three (3) references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

8.2.2 References may or may not be reviewed or contacted at the discretion of CPFR. Typically, only references of the top ranked short-listed Bidder or Bidders are contacted. CPFR reserves the right to contact references other than, and /or in addition to, those furnished by a Bidder.

8.3 **BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, information as provided by the bidder on Attachments A, B, and C (as required for consideration), in addition to the any other criteria stated in this RFP, and any other information or factors deemed relevant by CPFR, shall be utilized in the final award.

8.4 **NO CONTACT POLICY**

After the date and time established for receipt of proposals by CPFR, any contact **initiated by any Bidder** with any CPFR representative, other than the Logistics Department representative listed herein, concerning this RFPs is prohibited. Any **such unauthorized contact may cause the disqualification** of the Bidder from this procurement transaction.

8.5 **FURTHER INFORMATION**

Any questions which arise as a result of this RFP may be addressed to Assistant Chief Baron Banks at 253.538.6531 or [bbanks@centralpiercefirer.org](mailto:bbanks@centralpiercefirer.org).

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**Attachments: (A through D must be included with Bid Proposal to be considered for award)**

- Attachment A: Signature Sheet **(Required)**
- Attachment B: Cost per Gallon Worksheet **(Required)**
- Attachment C: Lubes and Oils Worksheet **(Required)**
- Attachment D: Bidder's Qualification Certificate **(Required)**
- Attachment E: CPFR Fuel Sites and Generator Information **(Confidential Information)**

**CPFR RFP - Attachment A**  
**Signature Sheet**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to CPFR there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest of a potential conflict of interest to CPFR pertaining to any and all work or services to be performed as result of this request and any resulting contract with CPFR.

I herby certify that I am authorized to sign as a representative for below referenced company:

Complete Legal Name of Firm: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

\_\_\_\_\_

Fed ID No.: \_\_\_\_\_

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

Name (Type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax No: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**To receive consideration for award, this signature sheet must be returned to CPFR as part of Bidder's response.**

**Central Pierce Fire & Rescue RFP - Attachment B**  
**Fuel Cost Per Gallon Worksheet**

<u>Prices Based on OPIS (Tacoma) for:</u> Wednesday - September 12th , 2011	Dyed Diesel ULSD #2 Dyed - Bulk	Unleaded 87 Regular 10% Ethnyl - Bulk	Dyed Diesel ULSD #2 Dyed - Generators
OPIS Average - Tacoma	\$	\$	\$
Federal Ethonol Credit:	-----	\$	-----
Base Price:	\$	\$	\$
<b>Sub-Total</b>	\$	\$	\$
WA Hazard Substance Tax	\$	\$	\$
Federal Lust Tax	\$	\$	\$
Federal Oil Spill Recovery	\$	\$	\$
WA State Excise Tax	-----	\$	-----
Fuel Price:	\$	\$	\$
<b>Sub-Total</b>	\$	\$	\$
Deliver Fee:	\$	\$	\$
Any Additional Charges applied by Vendor:	\$	\$	\$
Average Total Delivery Size (Est.)	450 gallons	450 gallons	100 gallons
Delivery Fee converted to CPG:	\$	\$	\$
<b>***Base Price over OPIS:</b>	\$	\$	\$

\*\*\*Base Price over OPIS will remain constant for the term of the awarded contract.

**Attachment B - Must be included with Bidder's Proposal to be considered for award of bid.**

**Central Pierce Fire & Rescue**  
**For Oil Prices Dated: September 12th , 2011**  
**Fuel RFP - Attachment C**  
***Lubes and Oils Cost Worksheet***

Product: <i>(All To Current SAE Standards)</i>	High Quality	Med Quality	Low Quality
15W40 Low Emissions Oil (Containerized) - API CJ-4	\$	\$	\$
15W40 Low Emissions Oil (Bulk) - API CJ-4	\$	\$	\$
40 W - Drm Pump Oil (Bulk)	\$	\$	\$
75W90 Synthetic Gear Lube/Oil	\$	\$	\$
Manufacture Specific Automatic Transmission Fluid (Bulk)	\$	\$	\$
Manufacture Specific Automatic Transmission Fluid (Containerized)	\$	\$	\$
10W30 Motor Oil (Containerized)	\$	\$	\$
10W30 Motor Oil (Bulk)	\$	\$	\$
Manufacture Specific Hydraulic Fluid (Containerized)	\$	\$	\$
** Manufacture Specific Diesel Exhaust Fluid (Bulk)	\$	\$	\$
Manufacture Specific Diesel Exhaust Fluid (containerized)	\$	\$	\$
<b>**Will Vendor provide/loan equipment for Bulk?</b>	<b>Y / N</b>		
Price increases over above quoted prices will be limited to amount of increase by Vendor's supplier. Notification from supplier should be forwarded to CPFR from vendor who is awarded the contract.			
Nothing in this proposal or bid awarding will restrict CPFR from buying any of these products from other vendor as determined by CPFR personnel.			
Attachment C - Must be included with Bidder's Proposal to be considered.			

**CENTRAL PIERCE FIRE & RESCUE  
PIERCE COUNTY FIRE PROTECTION DISTRICT 6  
Fuel RFP – Attachment D**

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**BIDDER'S QUALIFICATIONS FORM**

The undersigned hereby certifies and submits the following qualifications:

1. Years in business of selling fuel and lubricants:

\_\_\_\_\_

2. Number of full time employees: \_\_\_\_\_

3. Number of delivery vehicles \_\_\_\_\_

4. Experience with similar contracts, including contracts with local governments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List references:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank reference(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By (Authorized Signature): \_\_\_\_\_

Title: \_\_\_\_\_

## Central Pierce Fire & Rescue Fueling Information

<b>STATION #</b>	<b>Address</b>	<b>PHONE # (253)</b>	<b>Fueling Site - Delivery Schedule</b>	<b>Fueling Site - Tank Sizes</b>	<b>Fuel Site- Fuel Type</b>	<b>Generator Capacity</b>
<b><u>STATION 60</u></b>	17520 22 <sup>nd</sup> Ave. E. Tacoma, WA 98445	<b>538-6400</b>	Every 3 to 4 weeks	D= 2,000 Unl .= 1,000	Diesel Unleaded	275 Gallons (off road diesel)
<b><u>STATION 61</u></b>	100 114 <sup>th</sup> St. S. Tacoma, WA 98444	<b>538-6400</b>	Every 3 to 4 weeks	1,000 gal.	Diesel	200 Gallons (off road diesel)
<b><u>STATION 63</u></b>	9512 17 <sup>th</sup> Ave E Tacoma, WA 98445	<b>538-6400</b>	Not Applicable	Not Applicable	Not Applicable	200 Gallons (off road diesel)
<b><u>STATION 64</u></b>	3421 224 <sup>th</sup> St. E. Spanaway, WA 98387	<b>538-6400</b>	Every 2 months	1,000 gal.	Diesel	220 Gallons (off road diesel)
<b><u>STATION 65</u></b>	301 146 <sup>th</sup> ST S Tacoma, WA 98444	<b>538-6400</b>	Not Applicable	Not Applicable	Not Applicable	300 Gallons (off road diesel)
<b><u>STATION 66</u></b>	9813 128 <sup>th</sup> St. E. Puyallup, WA 98373	<b>538-6400</b>	Once a week	1,000 gal.	Diesel	190 Gallons (off road diesel)
<b><u>STATION 67</u></b>	8005 Canyon Rd. E. Puyallup, WA 98371	<b>538-6400</b>	Once a week	1,000 gal.	Diesel	400 Gallons (off road diesel)
<b><u>STATION 68</u></b>	5401 136 <sup>th</sup> St E Puyallup, WA 98373	<b>538-6400</b>	Not Applicable	Not Applicable	Not Applicable	300 Gallons (off road diesel)
<b><u>STATION 69</u></b>	17210 110 <sup>th</sup> Ave E Puyallup WA 98374	<b>538-6400</b>	Every 3 to 4 weeks	D- 1,000 gal. Unl. - 1,000 gal.	Diesel Unleaded	96 Gallons (off road diesel)
<b><u>MAINTENANCE FACILITY</u></b>	17210 110 <sup>th</sup> Ave E Puyallup WA 98374	<b>538-6400</b>	Not Applicable	Not Applicable	Not App.	145 Gallons (off road diesel)
<b><u>STATION 71</u></b>	902 7 <sup>th</sup> St NW Puyallup WA 98371	<b>538-6400</b>	Every 2 months	1,000 gal.	Diesel	260 Gallons (off road diesel)
<b><u>STATION 72</u></b>	3509 7 <sup>th</sup> St SW Puyallup, WA 98372	<b>538-6400</b>	Not Applicable	Not Applicable	Not Applicable	250 Gallons (off road diesel)
<b><u>STATION 73</u></b>	311 West Pioneer Puyallup, WA 98371	<b>538-6400</b>	Not Applicable	Not Applicable	Not Applicable	175 Gallons (off road diesel)

This information is being provided to aide the bidder in compiling data for the CPFR Fuel Request for Proposal. This document contains confidential information and should be treated as such.