



City of Dayton, Ohio
Division of Purchasing

FUEL: GASOLINE, DIESEL AND BIO DIESEL FUEL (SWOP4G)

REQUEST FOR PROPOSAL (RFP) No. 13048M

April 2013

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514
Matt Larrick
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4003
Fax: (937) 234-1600
E-Mail: Matt.Larrick@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

Proposers shall not communicate with anyone from the City of Dayton regarding this RFP except as specifically provided within the documents, from the time of release of the solicitation until an award has been made. Failure to do so, may result in disqualification.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:
www.daytonohio.gov/bid

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	April 30, 2013
Proposers Deadline to Submit Questions:	2:00 PM on May 13, 2013
Written Responses to Questions:	May 23, 2013
Due Date and Time for Proposals:	4:00 PM on June 6, 2013

1.05 SUBMITTING A PROPOSAL. Each Proposer seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit **one original copy** signed by an officer authorized to bind the company and **8 copies** of their written proposal. All proposals shall be sealed, properly addressed with the name of the Proposer and sent to:

RFP No.13048M – Fuel: Gasoline, Diesel and Bio Diesel Fuel
City of Dayton, Division of Purchasing, Room 514
Matt Larrick
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by the date and time indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.06 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall complete the transmittal letter with authorizing signature for the proposal. The letter must be on the form provided in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city’s RFP are to be identified and failure to do so shall make the proposal non-responsive.
- **References:** Provide a list of references on form provided as Exhibit B. We are particularly interested in contacting your governmental clients in the state of Ohio.
- **Product Manufacturer Labor Standards: Vendor Compliance Form.** Please complete the form provided as Exhibit C.

1.07 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive proposal
- Failure to follow the requirements outlined in this proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.
 - ❖ Affirmative Action Assurance approval may only be a requirement for the City of Dayton.

1.09 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Evaluation Criteria		
Item	Description	Percentage Possible
1	Cost/Price/Lump Sum Fee	40%
2	Delivery Time	20%
3	Previous Experience	10%
4	Compliance with Specifications	10%
5	Fuel Availability	10%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	Total Points	100%

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, on behalf of the Southwest Ohio Purchasers for Government (SWOP4G) is seeking proposals from highly experienced and professional consulting firms for fuel- Gasoline, Diesel, and Bio-Diesel.

The City of Dayton’s Division of Purchasing has agreed to advertise and solicit this request for proposals for the joint purchase of fuel to obtain the best possible price for all participants.

Each entity will issue a purchase order or letter of intent if it is determined that they would like to enter into an agreement as a result of this request for proposals.

Cooperative Purchasing Agreement - The awarded vendor **may agree** to offer the prices, terms and conditions offered in this price agreement to other governmental agencies that are members of the Southwest Ohio Purchasing for Government (SWOP4G) who wish to participate in a cooperative purchasing program with Montgomery County.

These agencies will be responsible for entering into separate agreements with the vendor and all the receiving, inspections, payments and other contract administration duties there under. **If indicated as an agreement** all information concerning this bid, including price sheets and award information will be mailed to all interested members of the SWOP4G. The list of SWOP4G members can be found at www.swop4g.org.

2.02 BACKGROUND INFORMATION. The City of Dayton, on behalf of the Southwest Ohio Purchasers for Government (SWOP4G), has agreed to advertise and solicit this request for proposals for the joint purchase of fuel to obtain best the best possible price for all participants.

Southwest Ohio Purchasers for Government (SWOP4G) was founded in 1986 after many years of planning by a small group of purchasers from local governments in Southwestern Ohio including Cincinnati, Dayton, Kettering and Montgomery County. A Charter and By-Laws were adopted in 1986.

The State of Ohio permits the practice of cooperative governmental purchasing under the Ohio Revised Code. Southwest Ohio Purchasers for Government makes it possible for governmental entities to:

- Save money and staff time through joint or cooperative buying
- Provide a network to share purchasing expertise and information
- Provide educational opportunities to those involved in public purchasing
- Promote and enhance Ethics

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

Please ANSWER or provide DOCUMENTATION of each item described below.

COMPANY DETAILS

1. Company Name, Address, Locations
2. Years of Business
3. Highlights
4. Pending Litigation
5. Available Fleet

DELIVERY REQUIREMENTS

6. Delivery Times

- a. Is delivery available 24 hours a day, 7 days per week?
 - i. Please answer the following:
 1. What are STANDARD DELIVERY HOURS?
 2. What, if any, delivery charges may be applicable for 'STANDARD DELIVERY HOURS'?
 3. What are 'AFTER HOUR' delivery times
 4. What 'premium charges' may be required for 'AFTER HOUR' deliveries?
 5. Is WEEKEND DELIVERY AVAILABLE?
 6. Please describe any 'additional' information regarding DELIVERY TIMES that may be important for the customer
 7. Please describe any limitations that may surround HOLIDAYS.

7. Response Time

- a. What is the Typical vs Guaranteed response time for an order?
 - i. *Response time is representative of actual delivery, once the order has been placed
- b. In the event of an EMERGENCY, what is the response time for an order?
 - i. *Emergency is representative of: after regular business hours, inclement weather, natural disaster
- c. What is the STANDARD business procedure that should be provided / followed in the event of an EMERGENCY?

8. Size / Shipment Limitations

- a. Please describe ANY LIMITATIONS that you have encountered when delivering product.
 - i. BY WAY OF EXAMPLE:
 1. Underground tank accessibility
 2. Capacity issues
- b. What are the STANDARD DELIVERY LOADS for BULK FUEL
 - i. Full Load (in Gallons) per Product Type
 - ii. Less than Full Load (in Gallons) per Product Type
- c. In considering the POTENTIAL CUSTOMER LIST (Attachment D) are you aware of ANY ISSUES in delivery.
- d. Can SINGLE ORDERS be delivered to MULTIPLE LOCATIONS for an individual customer?
 - i. By way of example: if customer ordered 4000 Gallons can 1000 be delivered to LOCATION 1 and 3000 delivered to LOCATION 2?

9. Spillage & Cleanup

- a. The contractor (or Sub-Contractor) is responsible for all spillage that may occur during transit, loading or unloading. Clean up shall be performed in accordance with EPA and State of Ohio guidelines and requirements.

ADMINISTRATIVE

10. Contractors & Sub-Contractors

- a. PLEASE DESCRIBE any relationships that you may have with SUB CONTRACTORS.
 - i. Ownership Status

11. Reporting

- a. Individual Customer
 - i. Please provide an example of the level of detail of any reporting you can provide to an individual customer
 - ii. Is your company linked to any ON-LINE SYSTEM that a customer can participate in?
- b. SWOP4G
 - i. Please provide an example of the level of detail of any reporting you can provide to SWOP4G for the purchases that may be linked to the SWOP4G Proposal/Bid.
 - ii. Is your company linked to any ON LINE SYSTEM that SWOP4G can participate in? Do you have any suggestions that may assist SWOP4G and its affiliates for VALUE ADDED OPPORTUNITIES in way of REPORTING Spend, Savings and Usage?

12. Rebate Programs

- a. Are there any REBATE PROGRAMS that may be available to customers (Small and Large) based on USAGE / PURCHASED Fuel?
- b. PLEASE DESCRIBE what limitations / opportunities may be available by way of REBATES.
- c. What Rebates may be available as SWOP4G Members?

QUALITY

13. Fuel Quality

- a. Please describe the STANDARD Testing Procedures of each FUEL TYPE.
- b. Have you experienced any QUALITY Issues in the past 24 months? Please Describe
- c. Please provide the PROCESS and REMEDIES available to any Customer that may receive a delivery with QUALITY issues.
- d. It shall be at the Entity's discretion to request samples be provided at time of delivery

PURCHASING PROCESS / SWOP4G STRUCTURE

14. It is important for each Proposer to note that SWOP4G is NOT a legal entity capable of entering into a contract. A 'participating entity' may or may not choose to exercise the right to enter into a pricing structure provided within this proposal.

15. In making an award, each participating entity will evaluate the Proposals received and will issue its own purchase order or letter of intent based upon the lowest and best bid. Consideration will also be given to the factors listed below, as well as other factors, which are considered pertinent.

- a. Past experience
- b. Total delivered net price.
- c. Delivery time.
- d. Compliance with specifications.
- e. Fuel availability

16. CONTACTS From Fuel Agencies

- a. Please provide the contact information for the following:
 - i. Normal Business Hours
 - ii. After Hours
 - iii. Emergency, etc

2.04 PRICING STRUCTURE.

17. Pricing Schedule

- a. Attachment A – Please provide the cost structure and price PER GALLON as it would be calculated at any given time for EACH product requested.

18. Miscellaneous Charges

- a. PLEASE DESCRIBE any charges ABOVE AND BEYOND the cost of FUEL that may be applied.
 - i. Trip Charges (Single or Multiple deliveries)
 - ii. Fuel Surcharges
 - iii. Delivery Fees
 - iv. Government Fees
 - v. Service Fees
 - vi. Etc.

19. Fuel Index

- a. Are your prices reflective of ANY FUEL INDEX? (Please Specify)
- b. Are your prices ADJUSTED per ANY FUEL INDEX? (Please Specify)
- c. Are there any potential SAVINGS available if we LINK PRICE of FUEL to an INDEX
- d. IS your provided price generally HIGHER or LOWER than OPIS?
- e. Please describe the 'pricing structure' used to calculate fuel cost.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at www.daytonohio.gov/departments/hrc for certified subcontractors.

* The Procurement Enhancement Program may only be a requirement for the City of Dayton.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Proposer must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

* Affirmative Action Assurance approval may only be a requirement for the City of Dayton.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – The following are standard terms which are subject to change by the City prior to the award of the contract:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on Month Day, 20xx, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY PROPOSER

Proposer shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS (\$XXX,000.00). Proposer shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Proposer, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Proposer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Proposer shall have no liability for

defects in the Services attributable to Proposer's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Proposer's failure to meet such standards and City has notified Proposer in writing of any such error within that period, Proposer shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Proposer shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Proposer and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Proposer shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Proposer shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Proposer pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Proposer also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Proposer as part of the Services shall become the sole and exclusive property of the City upon payment. However, Proposer shall have the unrestricted right to their use.

Proposer shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Proposer.

ARTICLE 9. TERMINATION

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Proposer's assets is appointed by a court of competent jurisdiction.
2. Proposer is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Proposer's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Proposer to remedy such failure within thirty (30) days from the date of written notice from City.
4. Proposer's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS:

A. DELAY IN PERFORMANCE

Neither the City nor Proposer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Proposer under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
 Address: _____
 City, State Zip Code _____
 Attention: _____
 Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Proposer and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Proposer from receiving future City contracts.

E. WAIVER

A waiver by the City or Proposer of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Proposer acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Proposer shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Proposer shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Proposer, its employees and any persons retained or hired by Proposer to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Proposer shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

H. ASSIGNMENT

Proposer shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Proposer from employing independent Proposers, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Proposer.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Proposer affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Proposer. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
On behalf of the Southwest Ohio Purchasers for Government (SWOP4G)
Fuel: Gasoline, Diesel and Bio Diesel Fuel
RFP No. 13048M
April 2013

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
on behalf of the Southwest Ohio Purchasers for Government (SWOP4G)
Fuel: Gasoline, Diesel and Bio Diesel Fuel
RFP No. 13048M
April 2013

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 13048M. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
on behalf of the Southwest Ohio Purchasers for Government (SWOP4G)
Fuel: Gasoline, Diesel and Bio Diesel Fuel
RFP No. 13048M
April 2013

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____

ATTACHMENT A – PRICE SCHEDULE

Below is a **SUGGESTED Pricing Schedule**. Please provide your price with similar **Structure & Detail**

Prices shown below shall be FOB Delivered, inclusive of freight charges to the various locations

Category I - **REGULAR UNLEADED GASOLINE 87 OCTANE**

Truck and Trailer Deliveries to _____
Unleaded Gasoline OPIS Price \$ _____/gal (min. 87 Octane)
Bidder's Margin \$ _____/gal (*Indicate whether margin is + or -*)
Bid Price \$ _____/gal
Bobtail Differential \$ _____/gal (*Indicate whether differential is + or -*)

Category II - **REGULAR UNLEADED GASOLINE 89 OCTANE**

Truck and Trailer Deliveries to _____
Unleaded Gasoline OPIS Price \$ _____/gal (min. 89 Octane)
Bidder's Margin \$ _____/gal (*Indicate whether margin is + or -*)
Bid Price \$ _____/gal
Bobtail Differential \$ _____/gal (*Indicate whether differential is + or -*)

Category III - **No. 2 DIESEL FUEL, LOW SULFUR**

Truck and Trailer Deliveries to District
#2 Diesel OPIS Price \$ _____/gal
Bidder's Margin \$ _____/gal (*Indicate whether margin is + or -*)
Bid Price \$ _____/gal
Bobtail Differential \$ _____/gal (*Indicate whether differential is + or -*)

Category IV - **No. 2 DIESEL FUEL, LOW SULFUR, WINTER BLEND**

Truck and Trailer Deliveries to District
#2 Diesel WB OPIS Price \$ _____/gal
Bidder's Margin \$ _____/gal (*Indicate whether margin is + or -*)
Bid Price \$ _____/gal
Bobtail Differential \$ _____/gal (*Indicate whether differential is + or -*)

Category V – **Bio-Diesel**

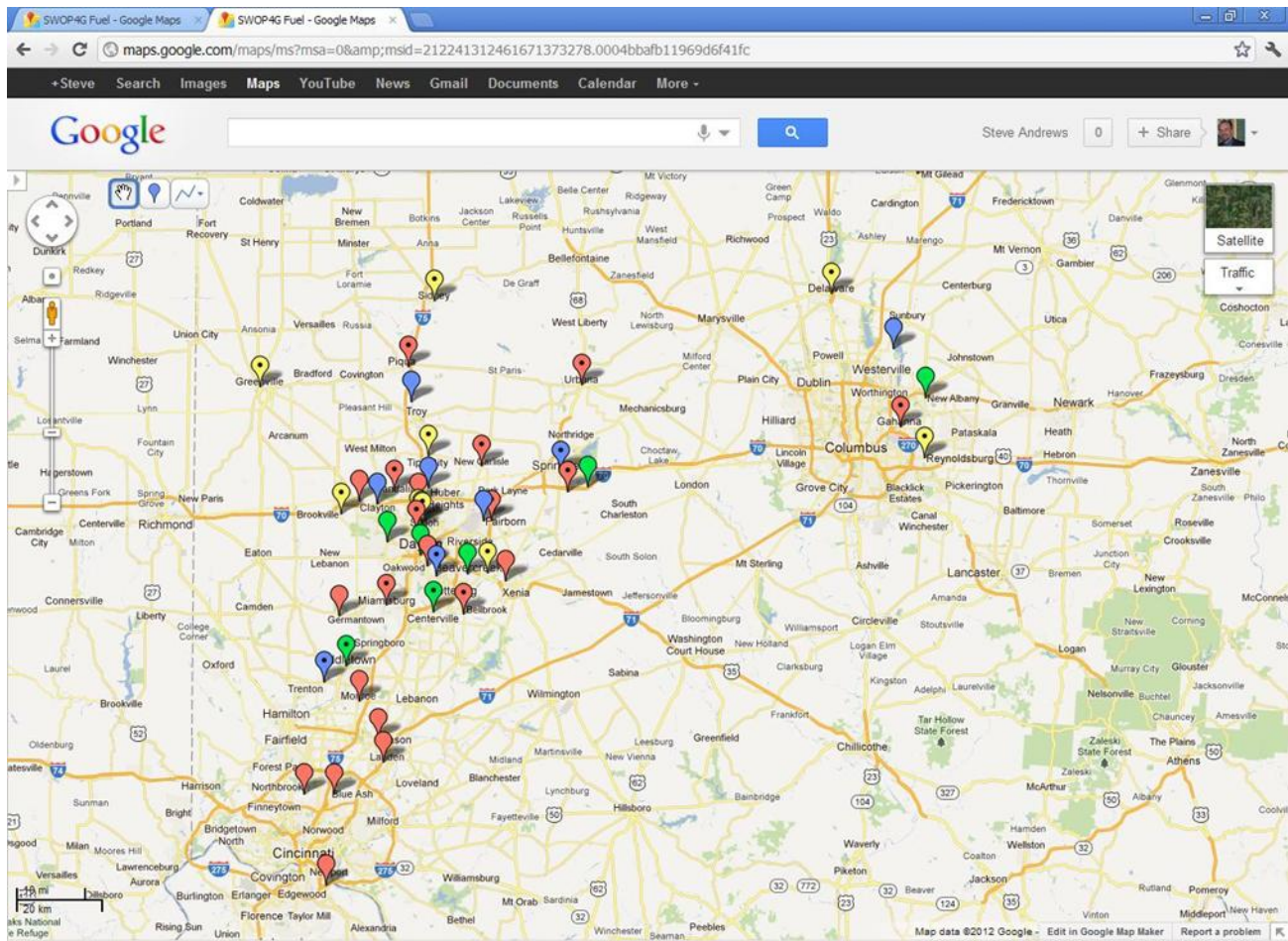
Truck and Trailer Deliveries to District
Bio-Diesel OPIS Price \$ _____/gal
Bidder's Margin \$ _____/gal (*Indicate whether margin is + or -*)
Bid Price \$ _____/gal
Bobtail Differential \$ _____/gal (*Indicate whether differential is + or -*)

ATTACHMENT B – ESTIMATED QUANTITIES & LOCATIONS

TRANSPORT LOAD	TOTAL	3,190,886	MIN	MAX
UNLEADED 87	732,695		18,995	152,000
UNLEADED 89	102,800		102,800	102,800
DIESEL, ULSD	2,048,171		11,205	1,680,000
DIESEL, ULSD, OFF	0		0	0
DIESEL, ULSD, WIN	307,220		8,750	89,000
TRUCK LOAD				
	TOTAL	684,988		
UNLEADED 87	377,451		1000	63100
UNLEADED 89	9,500		0	0
DIESEL, ULSD	185,888		200	40333
DIESEL, ULSD, OFF	67,899		400	9500
DIESEL, ULSD, WIN	44,250		500	12000

These quantities are derived from SURVEY RESULTS of POTENTIAL INTERESTED PARTIES. These numbers represent ANNUAL QUANTITIES of ALL POTENTIAL PARTICIPANTS and should not be construed as ACTUAL OR ESTIMATED Award amounts.

Estimated usage: ANNUAL 2011



Red - Truck Load delivery
Yellow - DISREGARD

Blue - Transport delivery

Green Transport & Truck Load Delivery.

ATTACHMENT C – TECHNICAL SPECIFICATIONS

1. **PRODUCT SPECIFICATIONS:** Fuel(s) identified on the IFB shall comply with the following corresponding requirements, and shall have a high level of detergent additives as recommended for engines equipped with fuel injections systems.
 - a. **REGULAR UNLEADED GASOLINE: (NIGP No. 405-15-85-0408), Shall:**
 - i. Comply with the requirements of ASTM D4814, latest revision.
 - ii. Comply with the requirements of SAE J312, latest revision.
 - iii. Have a minimum octane rating of 87, which shall be determined using the R+M/2 method.
 - b. **No. 2 DIESEL FUEL, LOW SULFUR: (NIGP No. 405-09-35-7501), Shall:**
 - i. Comply with the requirements of ASTM D975, latest revision.
 - ii. Comply with the requirements of ASTM D1552, latest revision.
 - iii. Comply with the requirements of ASTM D482, latest revision.
 - iv. Comply with the requirements of SAE J313, latest revision.
 - v. Contain diesel fuel winter additive during the months of December through March.
 - vi. Have a minimum cetane number of 40.
 - vii. Have a maximum .05 weight percent of sulfur.
 - viii. Have a maximum aromatic content of 35 volume percent.
 - ix. Be free of visible evidence of blue dye 1.4 dialkylamine-anthraquinone.
 - x. Shall be clear (White).

Product Quality: Fuels under this purchase order shall be free from contamination. Contamination is defined as any element, which enters pure refined gasoline or diesel fuel naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents and identifying dyes.

ATTACHMENT D – POTENTIAL CUSTOMER LIST

The following are MEMBERS of the SWOP4G Organization that have expressed an **INTEREST** in purchasing fuel via a COOPERATIVE BID INITIATIVE. **There is NO COMMITMENT AN ENTITY will CHOOSE to participate in ANY award at this time.**

The Information provided is for REFERENCE ONLY and in no way provides any indication of future business or opportunities to award business.

City of Englewood
City of Fairborn
City of Piqua
Genoa Township
Harrison Township Sheriff
City of Urbana
Five Rivers Metro Parks
City of Vandalia
Butler Township Fire
City of Monroe
City of Reynoldsburg
City of Mason
City of Mason
Harrison Twp - Services
Butler Township
Bath Twp
Deerfield Township
City of New Carlisle
Springfield Township Clark
City of Oakwood
City of Sidney
German Township
Montgomery County Eng.
Village of Evendale
Green County San. Eng.
City of Delaware
City of Tipp City
City of Dayton
Springfield Township