



**State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing**

**Notice of Statewide Contract  
Award**

*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Bulk and Consignment Fuel

**Contract Issuance Date:** December 6, 2013

**Statewide Contract #:** SW101B

**Total Number of Vendors:** 1 *(For details see: Vendor Information Sheet)*

**Contract Period:** December 6, 2013 through December 5, 2014

**Agreement Period:** December 6, 2013 through December 5, 2018

**Authorized Users:** All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities may avail themselves of the contract.

**Contract Priority:** This is a Mandatory Contract

**Type of Contract:** Indefinite Quantity, Services outlined to be performed on an as needed basis

**OMES-CP Contact:** Theresa Johnson  
Contracting Officer

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**State of Oklahoma  
Office of Management & Enterprise  
Services  
Central Purchasing Division**

**Awarded Vendor Information**

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**Vendor Name:** Petroleum Traders, Inc

**Vendor Address:** Address: 7120 Pointe Inverness Way

City: Fort Wayne

State: IN

Zip Code: 46804

**Contact Person Name:** Gayle Newton

**Phone #:** 800-348-3705 X1002

**Title:** Contract Sales Manager

**Fax #:** 260-203-3820

**Email:** gnewton@petroleumtraders.com

**Website:**

**Authorized Location:**  Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

**Contract ID #:** 00000000000000000000003647

**Delivery:** Delivery shall be as ordered by agency **Minimum Order:** NONE

**P/Card Accepted:** No

**Other:** Petroleum Traders reserves the right to delivery gasoline with 10% ethanol if conventional is not available.

## CONTRACT TERMS AND CONDITIONS.

This is an indefinite quantity contract. Services outlined in this contract shall be performed on an as needed basis.

### Extension of Contract

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

### Ordering

Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

### Contractor Invoices

The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

### Warranty

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

## CONTRACT SPECIFICATIONS:

### Definitions of Terms:

"AST" shall mean Aboveground Storage Tanks

"AUTOMETERING" shall mean Device added to AST & UST to notify end user of fuel tank levels with reordering capabilities.

"CPM" shall mean Cost per mile

"FREIGHT" shall mean Cost of delivery to bulk storage facilities by a carrier from FOB to destination. Tanker and/or Bobtail actual freight.

"FUEL MARKUP" shall mean the contractor's price to cover cost associated with providing Fuel to State facilities

"OPIS" shall mean Oil Price Information Service, an industry benchmark for pricing fuel

"RETAIL" shall mean Fuel and/or maintenance locations who accept the Suppliers card for payment at specific facilities

"UST" shall mean Underground Storage Tanks

### Mandatory Requirement:

Contractors shall be registered with the IRS as an Ultimate Vendor according to the American Jobs Creation Act 2004 (AJCA), Section 865 Taxable Fuel Refunds for certain Ultimate Vendors. . IRS Form 637 must be filed with the IRS. Suppliers shall submit with their response a copy of the IRS approval letter or response will be deemed non responsive and rejected. The response should contain at a minimum the following information: Registration number and activity letter (the suffix).

### Scope of Work

This contract is to provide Fuel for State Agencies in the State of Oklahoma. The State seeks to improve quality and efficiency of services delivered, improve Customer Service and reduce cost. Fuel will be available to all eligible customers in the State of Oklahoma.

Bulk - Supplier shall provide optional access to wholesale fuels at pre bid margins by gallon increments a plus (+) or minus (-) gallon variance for the purchase of bulk fuel will be allowed due to temperature variances and shrinkage. This will allow state agencies to

pay for the exact amount of fuel delivered. Supplier's procedures, personnel names and telephone numbers must be listed under this section.

Consignment – Provide bulk fuel products to a State and/or Authorized User facilities with Readers owned by the facility or owned and installed by the Contractor. Agencies will monitor their own tanks and will call successful vendor for delivery and specify the type of fuel to be delivered.

#### FUEL COST:

Fuel costs will be determined based on the whole price of fuel as listed by OPIS/DAILY/AVERAGE FOR OKLAHOMA CITY, Fuel product purchased; plus the Contractor's Fuel Markup, plus freight and all applicable taxes and/or petroleum associated fees allowed.

Price: Fuel pricing will be based on the wholesale price of fuel. Fuel prices from OPIS are listed for terminals, by regions, in reports called a PADD Report. The State of Oklahoma uses terminals listed in the PADD 2 Report. This price will be for the selected terminals as posted in the PADD 2 report included in the OPIS 10:00 AM Contract Average.

Fuel Terminals: Price will be determined using the OPIS average price for the Oklahoma City Terminal, on the date of delivery to the Customer, regardless of when or where the Contractor actually obtained Fuel. The invoice price shall reflect the actual date of delivery.

Freight: Freight charges will apply on all transport delivery, and be based on the transport used and the freight from the actual terminal pulled from.

Fuel Markup/Margin: The Contractor shall provide a Fuel Markup to cover all costs associated with the purchase of Fuel products. Markups have been established for each type of Fuel based on the minimum delivery requirements as detailed in the price list. Facilities will use the same Markups based on their requirements. Markups may differ based on how much fuel is required and the actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis.

Taxes: All applicable taxes will be exempt from the Fuel costs. This tax exemption will be excluded from the Fuel costs and disclosed on the Authorized User's invoice.

#### Allowable Charges:

Pump off charge for Transport Delivery, \$20.00 may be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks. Maximum pump off charge \$50.00 per Transport Delivery.

Excessive delay charge if Contractor has to wait more than 30 minutes for Fuel delivery. Will be charged \$5.00 per 15 minute increments past the initial 30 minutes.

Back haul charge, \$150.00 if customer orders more than tanks can hold.

Same day delivery, \$50.00.

#### FUEL DELIVERY:

Delivery of Fuel: Fuel is to be delivered to the Customer's tank(s) within 48 hours after telephone notification is received. Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer. (See price list for same day delivery).

Transport Used: Contractor shall supply and transport to fuel locations throughout the State delivery via transport (tanker) and tank wagon (bobtail). Contractor shall use the appropriate vehicle to accommodate the agency site limitations.

For new accounts, the Contract will be allowed additional time to enter all required account information into their ordering/billing system to established the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery. This charge is contained on the price list.

#### FUEL LOCATIONS:

Fuel Sites: All customer tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify Customer of all situations that may be deemed unsafe. A contractor may refuse to delivery Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to delivery Fuel and the Fuel site is deemed unsafe.

Accessibility: The customer shall be responsible for having proper equipment installed. Customer shall work with Contract making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery.

Fuel Loading: Before unloading of Fuel begins, customer personnel and Contractor Personnel shall measure the Customer's tank(s) to receive fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned.

Fault and Responsibility: The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to misorders by Customer, Fuel spills, delivering wrong Fuel to Customer by Contractor, cross-fueling by Contractor at Customer's facility, etc.

PRICE AND COST :

BULK FUEL, WHOLESALE - CONTRACTOR will charge the STATE for bulk fuel in the following quantities:

<b>BULK FUEL - PRICE SHEET</b>				
Contractor will charge the STATE for bulk fuel in the following quantities based on OPIS/DAILY/AVERAGE FOR OKLAHOMA CITY, plus actual freight, any applicable taxes or fees and a PER GALLON margin. The margin price quoted shall be firm for the term of this contract.				
REGION	(E) Entire State			
PRODUCT				
Unleaded, 87 octane up to 2500 gallons	\$0.01			
Unleaded, 87 octane 2501 to 4500 gallons	\$0.00			
Unleaded, 87 octane 4501 to 8500 gallons	\$0.02			
Unleaded, 89 octane up to 2500 gallons	\$0.02			
Unleaded, 89 octane 2501 to 4500 gallons	\$0.02			
Unleaded, 89 octane 4501 to 4500 gallons	\$0.01			
Unleaded, 91 octane Up to 2500 gallons	\$0.03			
Unleaded, 91 octane 2501 to 4500 gallons	\$0.03			
Unleaded, 91 octane 4501 to 8500 gallons	\$0.04			
Unleaded, 87 octane, with 10% ethanol, Up to 2500 gallons	\$0.00			
Unleaded, 87 octane, with 10% ethanol, 2501 to 4500 gallons	\$0.00			
Unleaded, 87 octane, with 10% ethanol, 4501 to 8500gallons	\$0.00			
Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons	\$0.01			
Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons	\$0.01			
Ultra Low Sulfur Diesel (ULSD) - 4501 tp 8500 gallons	\$0.01			
Ultra Low Sulfur Diesel (ULSD) DYED - up to 2500 gallons	\$0.00			
Ultra Low Sulfur Diesel (ULSD) DYED - 2501 to 4500 gallons	\$0.00			
Ultra Low Sulfur Diesel (ULSD) DYED - 4501 to 8500 gallons	\$0.01			
Bio Diesel, up to 3500 gallons	\$0.05			
Bio Diesel, 3501 TO 5000 gallons	\$0.05			
Bio Diesel, 5001 TO 10,000 gallons	\$0.04			
Bio Diesel, DYED - up to 3500 gallons	\$0.05			
Bio Diesel, DYED - 3501 to 5000 gallons	\$0.05			
Bio Diesel, DYED - 5001 to 10,000 gallons	\$0.04			
ALLOWABLE CHARGES:				
Pump Off charge	\$20.00			
Excessive delay Charge	\$5.00			
Back haul charge	\$150.00			
Same day delivery	\$50.00			
NOTE: Bio-Diesel must meet the following specifications: ASTM 6751-02. Fuel to be blended to 20% Bio-Diesel and 80% low sulphur off-road (dyed) Diesel				

CONSIGNMENT FUEL – No award at this time.





