



CITY OF LAWTON

FINANCE DEPARTMENT

April 29, 2024

Interested Vendor:

SUBJECT: **Special Instructions for Submission of Bid Packet**

If you desire to submit a bid for **CL24-021 BULK FUEL DELIVERY** this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Conditions for Submitting Proposals
- Affidavit for Payments in Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Contractor's Certificate of Compliance with Non-Discrimination Provisions
- Department Specifications
- Price Sheet
- W-9 Form

Ensure that your bid submission includes every page of the bid packet; failure to include all pages will result in your bid being **non-responsive**. It is crucial that the following pages are appropriately signed and/or notarized:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the **original, properly signed and notarized.**
- Affidavit For Payments in Excess of Twenty-Five Thousand Dollars (\$25,000.00), **original properly signed and notarized.**
- Contractor's Certificate of Compliance with Non-Discrimination Provisions, **original properly signed.**
- Department Specification and Price Bid Sheet (with vendor's comments, if applicable)
- W-9 Form, **original properly signed.**

Please, submit one (1) copy of any additional documentation such as descriptive literature, samples, material safety data sheets or references. Please, note that in some specifications, the submittal of the additional documents is required. If the documents are required, and are not submitted, your bid may be considered non-responsive.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2nd floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request, and enclosing a stamped, self-addressed envelope, or by email. Bid results are not available by telephone. Please, specify if you desire the bid results, or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or emailed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, please email colbie.garrett@lawtonok.gov.

Sincerely,

Colbie Garrett

Colbie Garrett
Buyer, Financial Services

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328

WWW.LAWTONOK.GOV

City of Lawton

INVITATION TO BID AND CONTRACT

MAIL OR DELIVER SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov QUESTIONS REGARDING BID: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After: 2 : 00pm	
Contract Number and Title:		Requirements-type Contract:	Contract Period: July 1 2024-June 30, 2025
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact:		Reason for No Bid:	
Mailing Address:		Terms:	
City:	State:	Zip:	Delivery:
Area Code and Phone Number:		Email Address:	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF _____ COUNTY OF _____,

_____ of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: _____ Address: _____ _____ (City, State, Zip) Phone: _____	_____ SIGNATURE OF AUTHORIZED AGENT _____ PRINT/TYPE NAME/TITLE Subscribed & sworn before me this ____ day of _____, 20____. _____ Notary Public My Commission expires: _____
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[AFFIX SEAL]

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item, group of items, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more suppliers.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City 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 bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF _____

SS

COUNTY OF _____

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Business Name / Contractor Name

[AFFIX SEAL]

Signed
Print : _____

Attested to before me this _____ day of _____ 20____.

Notary Public

My Commission Expires _____ 20____.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

Contract Number

Name of Contractor (Print)

Date

Signature, Member of Firm or Officer of Corporation

Title

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation/Bid Number: CL24-021

Issue Date: April 30, 2024

Closing Date: May 15, 2024 2:00 pm ("CDT")

Bulk Fuel

Suppliers Note: All inquiries must be submitted in the form of questions or requests for clarification. Such questions or request for clarification must be submitted in writing via e-mail: david.miller@lawtonok.gov on or before 1:00 PM ("CDT") May 10, 2024. Questions must reference the identifying Bid Number. **Bids received after the closing date and time, will not be accepted. Bid Opening will be held at 2:00pm ("CDT") at City Hall, 212 SW 9th Street Lawton, OK in the 2nd floor conference room.**

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____

3. Bidder Contact Information: Address:

Company Name: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit:

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules

5. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)

Authorized Signature: _____ Date: _____

Printed Name: _____ Title _____

A. GENERAL PROVISIONS

A.1 Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental.
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a Solicitation;
- A.1.4. "Solicitation" means a request or invitation by the City Finance Director for a supplier to submit a priced offer to sell acquisitions to the city. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to city agencies.

A.2 Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the City of Lawton City Clerk's Office in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", COLFORMPurchasing-001, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the City of Lawton Purchasing Policy Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3 Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", COL Form Purchasing-002, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The City of Lawton City Clerk must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Finance Department.

- A.3.3. It is the Bidder's responsibility to check with the City of Lawton Purchasing Agent frequently for any possible amendments that may be issued. The City of Lawton Purchasing Agent is not responsible for a bidder's failure to obtain any amendment documents required to complete a solicitation.

A.4 Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the City of Lawton City Clerk's Office with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6 Bid Opening

Sealed bids shall be opened by the City of Lawton City Clerk and Financial Services Buyer at the City Hall, 212 SW 9th Street, Third Floor Conference Room, Lawton, Oklahoma, 73501 at the time and date specified in the solicitation as Response Due Date and Time.

A.7 Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the City of Lawton Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Finance Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Finance Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8 Late Bids

Bids received by the City Clerk after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9 Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the City Council, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of

preference: A.9.2.1. Purchase order, as amended by Change Order (if applicable);

A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10 Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11 Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12 Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the City of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the City prior to the closing date.

A.13 Rejection of Bid

The City reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the City.

A.14 Award of Contract

A.14.1. The City Council may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the City to be in the best interest of the City of Lawton Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15 Contract Modification

- A.15.1. The Contract is issued under the authority of the City Mayor who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the City Mayor.
- A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City Council in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16 Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the City at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The City assumes no responsibility for goods until accepted by the City at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Purchasing Division.

A.17 Invoicing and Payment

- A.17.1. Invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the City of Lawton Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18 Tax Exemption

City agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19 Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the City, the successful bidder(s) agree any pertinent City, State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20 Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the City Council or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the City may terminate its obligations under the Contract if sufficient appropriations are not made by the City Council or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21 Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22 Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Comanche County, Oklahoma.

A.23 Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the City Council. The City may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The City may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the City Finance Director determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the City shall be liable only for payment for products and/or services delivered and accepted.

A.24 Termination for Convenience

A.24.1. The City may terminate the Contract, in whole or in part, for convenience if the Finance Director determines that termination is in the City's best interest. The City Finance Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Finance Director.

A.24.2. If the Contract is terminated, the City shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25 Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Finance Department and the procuring agency with evidence of such insurance and renewals.

A.26 Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the City of Lawton Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the City of Lawton Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to city employees.

A.27 Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, 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.

A.28 Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29 Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1 Contract Period

The contract is for a one year period commencing from Date of Award through one year. The contract may be renewed for up to 2 successive one year periods.

B.2 Type of Contract

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

B.3 Authorized Users

Offers shall cover requirements during the specified period for the City of Lawton.

B.4 Extension of Contract

B.4.1. The City may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

B.5 Contract Priority

B.5.1. This Contract is a Requirements Contract.

B.6. Ordering

B.6.1. Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders by city 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.

B.7 Prompt Payment Discounts

B.7.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.8 Gratuities

B.8.1. The right of the successful supplier to perform under this contract may be terminated by written notice if the Finance Director determines that the successive supplier, or its agent or another representative offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official or employee of the City Finance Department.

B.9 Proposal Conformity

B.9.1. By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.10 Oral Agreements

B.10.1. 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.

B.11 Notice of Award

B.11.1. Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the City Finance Department.

B.12 Contractor Invoices

- B.12.1.** 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.
- B.12.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.12.3.** In cases of partial delivery the city may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.13 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 City of Lawton by any other clause of this contract.

B.14 Contract Usage Reporting Requirements.

- B.14.1.** Contractor’s Report of Sales: Reports shall provide the amounts sold to the City of Lawton.
- B.14.2.** The vendor should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.
- B.14.3.** The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:
 - B.14.3.1.** Name of Agency
 - B.14.3.2.** Purchase Order Number
 - B.14.3.3.** Order date
 - B.14.3.4.** Invoice number
 - B.14.3.5.** Invoice date
 - B.14.3.6.** Product Description
 - B.14.3.7.** Quantity of UOM Ordered
 - B.14.3.8.** Unit Price
 - B.14.3.9.** Extended Price
- B.14.4.** Reports shall be submitted quarterly regardless of quantity.
- B.14.5.** Usage Reports shall be sent electronically to: david.miller@lawtonok.gov within 30 calendar days upon completion of performance quarter period cited below.
- B.14.6.** Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31
- B.14.7.** Failure to provide usage reports shall result in cancellation or suspension of contract.

B.15 Energy Conservation

- B.15.1.** Oklahoma is an energy conservation State and we welcome any comments on your Proposal that would indicate energy savings.

B.16 Conflict of Interest

B.16.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose within the proposal the name of any officer, director or agency who is also an employee of the City of Lawton. Further, all suppliers must disclose the name of any City Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.17 Patents and Royalties

B.17.1. The supplier, without exception, shall indemnify and save harmless the City of Lawton and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the supplier uses

B.18 Product Availability

B.19.1. Product offered must be current and available for general marketing purposes at the opening of this solicitation. Supplier must use best effort to assure product availability through duration of contract period.

C. SOLICITATION SPECIFICATIONS

C.1 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 City 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

C.2 Mandatory Requirement:

The supplier submitting a response to this Solicitation 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).

C.3 Scope of Work

This contract is to provide Fuel for City Agencies in Lawton Oklahoma. The City seeks to improve quality and efficiency of services delivered, improve Customer Service and reduce cost. Fuel will be available to all eligible city agencies. The city’s current usage of Bulk Fuel for the past fiscal year is 212,517 Gallons Unleaded and 241,367 Gallons of Diesel. The Contract must efficiently provide Fuel to meet the requirements of the City as indicated below:

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

C.4 Fuel Pricing.

Fueling pricing must be the wholesale price of fuel. Fuel prices from OPIS are listed for terminals, by regions, in reports called a PADD Report. The City of Lawton uses terminals listed in the PADD 2 Report. The Fuel Markup will be for the selected terminals as posted in the PADD2 report included in the OPIS Weekly Newsletter Thursday's Closing Average.

Fuel Terminals: Price will be determined using the OPIS average price for the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor actually obtained Fuel. The following terminals are used to refer to the OPIS average prices:

- Ardmore
- Enid
- Oklahoma City
- Ponca City
- Tulsa
- Wynnewood

C.5 Fuel Markup.

C.5.1 The Contractor shall provide a Fuel Markup to cover all costs associated with the purchase of Fuel products. Fuel Markups may differ by product. The Fuel Markup shall be on a price per gallon basis.

C.5.2. The Contractor will provide a single Fuel Markup to cover the purchase of Fuel for the following Fuel Locations as a basis for determining Fuel costs for Authorized Users. The Fuel Markup may be different based on the type of fleet referenced, Bulk or Bobtail Deliveries.

C.5.3. Markups will be established for each type of Fuel based on the minimum delivery requirements as detailed in Section H.

C.5.4. Markup 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.

C.6 Fuel Delivery

C.6.1. Delivery of Fuel: Fuel is to be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. The City prefers that 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 listed in section H.

C.6.2. Contractor shall supply and transport to fuel locations throughout the City delivery via transport (tanker) and tank wagon (bobtail) of unleaded gasoline (87 Octane no ethanol, unleaded w/10% ethanol, ultra-low sulfur diesel, dyed ultra low sulfur diesel and no Bio Diesel. Contractor shall use the appropriate vehicle to accommodate the agencies site limitations.

C.6.3. 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.

C.7 Fuel Costs

C.7.1. Fuel costs will be determined based on the whole price of fuel as listed by OPIS, Fuel product purchased; plus the Contractor's Fuel Markup, plus freight and all applicable taxes and/or petroleum associated fees allowed.

- C.7.2.** 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.
- C.7.3.** The invoice price shall reflect the actual date of delivery.
- C.7.4.** Allowable Charges:
 - C.7.4.1.** Freight charges will apply on all transport delivery as defined in section C.6.2 or to the actual gallons delivered.
 - C.7.4.2.** 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.
 - C.7.4.3.** Excessive delay charge if Contractor has to wait more than 30 minutes for Fuel delivery. Will be charged \$5.00 per 15 minimum increments past the initial 30 minutes.
 - C.7.4.4.** Back haul charge if customer orders more than tanks can hold.
 - C.7.4.5.** Same day delivery.

C.8. Fuel Locations:

- C.8.1.** 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.
- C.8.2.** Accessibility: The customer shall be responsible for having proper equipment installed. Customer shall work with Contractor 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.
- C.8.3.** 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.
- C.8.4.** 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 miss orders by Customer, Fuel spills, delivering wrong Fuel to Customer by Contractor, cross-fueling by Contractor at Customer's facility, etc.

D. EVALUATION

This contract will be awarded on the basis of best value criteria. The evaluation factors will include and be scored on the basis of cost and past performance information.

D.1 Cost Evaluation:

- D.1.1.** The product pricing used in evaluation for fuel procured for the City will be the Oklahoma price listed in the OPIS PADD2 report for **Monday May 6, 2024** (the Monday a week preceding the RFP due date). See spreadsheets – ATTACHMENT A, B & C.

D.2 References/Past Performance:

- D.2.1.** Suppliers shall submit information on at least three and not more than five past and current contracts. The references will be used to demonstrate the supplier's ability to supply fuel to all

authorized entities. It is mandatory that the supplier provide all the required information. Suppliers may not use members of the City Finance Department staff directly involved in the evaluation process as references. Suppliers are required to furnish Past Performance Information as described in Attachment D.

- D.2.2.** Respondents must prepare and submit a Reference List (Attachment D, Section one), Customer Surveys (Attachment D, Section two), and Past Performance Information Scores (Attachment D, Section 3) as outlined in the Past Performance Information Guide (Attachment D). Failure to obtain a PPI score for the evaluation may jeopardize your Proposal's competitiveness.
- D.2.3.** Customer (Non Government) References - The Supplier must provide at least three (3), but no more than five (5) customer references. It is mandatory that the references be for customers to whom services were provided within two (2) years.
- D.2.4.** Government References - Provide references of a minimum of two (2) and not more than five (5) State or other government entities in the United States, where the supplier provides or within the last twelve (12) months provided services of similar size and scope to the effort being proposed.

D.3 Negotiations

- D.3.1.** The supplier is advised that under the provisions of this Request for Proposal, the City Financial Services Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations.
- D.3.2.** The City may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Supplier should not expect that the City will negotiate to give the Supplier an opportunity to strengthen its proposal. Therefore, the Supplier must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.
- D.3.3.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.4.** Negotiations will only be conducted with potentially acceptable proposals. The Financial Services Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All suppliers involved in the negotiation process will be invited to submit a best and final offer.
- D.3.5.** Terms, conditions, prices, methodology, or other features of the supplier's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the supplier may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal
- D.3.6.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the City Financial Services Division determines that a change in such requirements is in the best interest of the City of Lawton Oklahoma.
- D.3.7** Based on the cities policy on Local vendor purchasing preferences, Local Vendors will be allowed a 5% preference over vendors not headquartered within the City Limits.

E. INSTRUCTIONS TO SUPPLIER

E.1 Introduction

Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only in a written amendment approved by Financial Services Division and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

E.2 Submission of Responses

- E.2.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail: david.miller@lawtonok.gov and received on or before 1:00 p.m. ("CDT"), on May 10, 2024. Questions must reference the identifying solicitation number.
- E.2.2.** Questions or requests for clarification received by telephone or by fax or received after the above date and time will not be accepted, reviewed or responded to.
- E.2.3.** Suppliers who need clarification shall contact David Miller via e-mail: david.miller@lawtonok.gov. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.
- E.2.4.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Financial Services Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Financial Services Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

E.3 Preparation of Proposals.

- E.3.1.** Suppliers should only quote on the specific service or services you offer according to the requirements stated within this document. Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.3.2.** Unit price shall be entered on the form provided or a copy thereof.
- E.3.3.** The City reserves the right to accept by item, groups of items or by the total proposal.
- E.3.4.** All costs related to the preparation of this solicitation and any related activities are the sole responsibility of the supplier. Financial Services Division assumes no liability for any cost incurred by the supplier in the preparation of their solicitation response.

F. CHECKLIST

None

G. OTHER

Attachment A – BULK and OUTLYING FUEL SITE BOBTAIL FUEL - PRICE SHEET

Attachment B – BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET

Attachment C – Miscellaneous

Attachment D – Past performance Information

Attachment E – City Fuel Site Addresses

H. PRICE AND COST

H.1 BULK FUEL, WHOLESALE – SECTION ONE - SEE SPREADSHEET – ATTACHMENT A

CONTRACTOR will charge the CITY for bulk fuel in the following quantities based on their actual cost, plus actual freight, any applicable taxes or fees and a PER GALLON margin of: (suppliers are to enter in the space provided, the per gallon margin bidding for the types of fuel listed.

H.2 Emergency Generator SECTION TWO - SEE SPREADSHEET – ATTACHMENT B

H.2.1. Indicate “N/A” if you do not provide this service. Do not leave any blank spaces.

H.2.2. Identify ANY cost, charges, fees or assessments that are not listed below. Please indicate no other charges by entering a “NO MISC. CHARGES” statement.

H.2.3. If charges apply, please detail each, one item per line, with actual cost involved. Indicate “N/A” if you do not provide this service. Do not leave any blank spaces.

H.2.4. ADD BEST PRICING OPTIONS (pricing alternatives). Attach a separate sheet if necessary, clearly marked “Best Pricing Options”.

H.3 MISCELLANEOUS – SECTION THREE - SEE SPREADSHEET – ATTACHMENT C

H.2.1. Indicate “N/A” if you do not provide this service. Do not leave any blank spaces.

H.2.2. Identify ANY cost, charges, fees or assessments that are not listed below. Please indicate no other charges by entering a “NO MISC. CHARGES” statement.

H.2.3. If charges apply, please detail each, one item per line, with actual cost involved. Indicate “N/A” if you do not provide this service. Do not leave any blank spaces.

H.2.4. ADD BEST PRICING OPTIONS (pricing alternatives). Attach a separate sheet if necessary, clearly marked “Best Pricing Options”.

H.4 See attached spreadsheets

H.5 Spreadsheets are also available by email in excel format upon request.

ATTACHMENT A - BULK and OUTLYING FUEL BOBTAIL FUEL SITES - PRICE SHEET

Contractor will charge the CITY for bulk fuel in the following quantities based on their actual cost, 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. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed).

PREVIOUS USAGE:		Bulk Public Works	Bobtail Landfill	Bobtail Lake Ellsworth	Bobtail Lake Lawtonka	Bobtail Medicine Park WTP	Bobtail Wastewater Treatment Plant
7-1-22 thru 6-30-23	TANK SIZES	8,000 Dsl 12,000 Unl	4000 Dsl	2,100 Unl 1,200 Dsl	2,100 Unl 1,200 Dsl	400 Unl 300 Dsl	500 Unl 500 Dsl
	PRODUCT						
USAGE UNLEADED	Unleaded, 87 octane up to 2500 gallons						
212,517 GALLONS	Unleaded, 87 octane 2501 to 4500 gallons						
	Unleaded, 87 octane 4501 to 8500 gallons						
	Unleaded, w/10% Ethanol 87 octane up to 2500 gallons						
	Unleaded, w/10% Ethanol 87 octane 2501 to 4500 gallons						
	Unleaded, w/10% Ethanol 87 octane 4501 to 8500 gallons						
USAGE ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
241,367 GALLONS	Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons						
	Ultra Low Sulfur Diesel (ULSD) - 4501 tp 8500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - 2501 to 4500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - 4501 tp 8500 gallons						
	Allowable Charges, supplier to indicate if price other than specified						
	Pump Off charge						
	Excessive delay Charge						
	Back haul charge						
	Same day delivery						

ATTACHMENT B - BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET

Contractor will charge the CITY for bobtail fuel in the following quantities based on their actual cost, 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. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed). EMERGENCY GENERATORS MAY REQUIRE TANKS TO BE FILLED TWICE A DAY DEPENDING ON THE EMERGENCY.

	SEE ATTACHMENT E FOR ADDRESSES	E911 Center	Public Safety	MP Water Treatment Plant	SE Water Treatment Plant	Waste Water Treatment Plant	Pump Station 1
	TANK SIZES	1,700 Dsl	2,000 Dsl	3,000 Dsl	2,700 Dsl	2,000 Dsl	1,300 Dsl
	PRODUCT						
ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Allowable Charges, supplier to indicate if price other than specified						
	Pump Off charge						
	Excessive delay Charge						
	Back haul charge						
	Same day delivery						

ATTACHMENT B - BOBTAIL EMERGENCY GENERATOR FUEL - PRICE SHEET (CONTINUATION)

Contractor will charge the CITY for bobtail fuel in the following quantities based on their actual cost, 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. (Potential Contractors are to enter in the space provided below, the per gallon margin bidding for the type of fuel listed). EMERGENCY GENERATORS MAY REQUIRE TANKS TO BE FILLED TWICE A DAY DEPENDING ON THE EMERGENCY.

	SEE ATTACHMENT E FOR ADDRESSES	Pump Station 2	Pump Station 4	City Hall	Fire Station 2		
	TANK SIZES	1,200 Dsl	1,000 Dsl	2,700 Dsl	2,000 Dsl		
	PRODUCT						
ULSD	Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Dyed Red Ultra Low Sulfur Diesel (ULSD) - up to 2500 gallons						
	Allowable Charges, supplier to indicate if price other than specified						
	Pump Off charge						
	Excessive delay Charge						
	Back haul charge						
	Same day delivery						

ATTACHMENT C – MISCELLANEOUS CHARGES

		Public Works Yard	Landfill	Lake Ellsworth	Lake Lawtonka	Medicine Park WTP	Wastewater Treatment Plant
	CHARGES"						
	Identify ANY cost, charges, fees or assessments that are not listed above. Please indicate no other charges by entering a "NO MISC. CHARGES" statement.						
	If charges apply , please detail each, one item per line, with actual cost involved. Indicate "N/A" if you do not provide this service or not charge for an item listed above. Do not leave any blank spaces.						

Attachment D

Past Performance Information

The PPI submittal has three main criteria:

1. Reference List for supplier
2. Customer Surveys/Survey Questionnaires
3. Past Performance Information Score for each supplier

Reference List Requirements:

- Each supplier must prepare and submit a list of clients that will evaluate their performance. Each supplier is encouraged to only submit highly satisfied references.
- The number of references that can be submitted is a maximum of five (5) and a minimum of three (3) for each organization and a maximum of five (5) and a minimum of two (2) for each government organization. If a company cannot provide references, the past performance evaluation will rate their submitted performance as a zero.
- The reference list must contain different companies. You cannot have multiple people evaluating the same contract.
- The client or buyer must complete the survey (you cannot have other consultants or third parties evaluate your performance).

Survey Questionnaire Requirements:

- Each supplier must prepare, send out, and collect survey questionnaires to each individual listed on the Reference List.
- All returned survey MUST be evaluated AND signed by the client. If a survey is not signed, it will NOT be counted/considered.
- Each Respondent is responsible for making sure that their clients receive the survey, complete the survey, and return the survey.
- All of the returned surveys should be packaged together and submitted with supplier's proposal (the supplier should make a copy of all returned surveys for their own records).

Past Performance Information Score:

- Each supplier will be required to input all of their returned survey scores, and then average all of the responses together (to obtain their overall rating).
- Each supplier will be required to count the total number of returned surveys (to obtain the overall number of returned surveys)
- The City may contact the reference to clarify a survey rating or to check for accuracy. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference. The City may also adjust scores/ratings if the City determines that the criteria/requirements have not been followed.

REFERENCE LIST AND PAST PERFORMANCE INFORMATION SCORE

Name of Supplier: _____

NO	CLIENT NAME	POINT OF CONTACT	PHONE NUMBER	DATE CONTRACTED	AWARDED COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Conformance to contract requirements											
2	Maintained good working relationships with customers											
3	Resolution of unforeseen problems											
4	Ability to manage and overall professionalism											
5	Adherence to contract or agreed upon schedules.											
6	Suppliers ability to communicate and document risks on the project											
7	Commitment to customer satisfaction											
8	Overall customer satisfaction											
Overall Average Score:												
Total Number of Surveys Returned:												

SURVEY QUESTIONNAIRE

Survey ID _____

To: _____
(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Contractor)

(Critical Individuals)

The Owner is implementing a process that collects past performance information on contractors and their key personnel. The firm/individual listed above has listed you as a client for which they have previously performed work on. The Owner appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name: _____ Project Name: _____

NO	CRITERIA	UNIT	RATING
1	Conformance to contract requirements <i>(Ability to follow the users rules, regulations, and requirements)</i>	(1-10)	
2	Maintained good working relationships with customers	(1-10)	
3	Resolution of unforeseen problems	(1-10)	
4	Ability to manage and overall professionalism <i>(includes responses and prompt payment to suppliers and subcontractors)</i>	(1-10)	
5	Adherence to contract or agreed upon schedules.	(1-10)	
6	Suppliers ability to communicate and document risks on the project	(1-10)	
7	Commitment to customer satisfaction	(1-10)	
8	Overall customer satisfaction	(1-10)	
9	Is the project <i>completed</i> ? <i>(has the firm/individual completed all work required under contract)</i>	(Y/N)	Y / N

Printed Name (of Evaluator) _____ Signature (of Evaluator) _____

Thank you for your time and effort in assisting the City of Lawton in this important endeavor.

Please fax the completed survey to (Contractor's fax): [_____]

Attachment E City Fuel Site Addresses

1. Public Works Bulk Fuel Tanks, 2100 SW 6th Street, Lawton, OK 73501
2. Lake Ellsworth Tanks, 918 NE Bonniefield Road, Elgin, OK 73538
3. Lake Lawtonka Tanks 23510 State Highway 58, Lawton, OK 73507,
4. City Hall Emergency Generator, 212 SW 9th Street, Lawton, OK 73501
5. Public Safety Building Emergency Generator, 100 SW Railroad St, Lawton, OK 73501
6. SE Water Treatment Plant Emergency Generator, 4596 SE 15th Street, Lawton, OK 73501
7. Medicine Park Water Treatment Plant Tanks and Emergency Generator, 82 Lake Drive, Medicine Park, OK 73557
8. Pump Station 1 Emergency Generator, 6711 NW Atlanta Ave, Lawton, OK 73505
9. Pump Station 2 Emergency Generator, 3720 NE Cache Rd, Lawton, OK 73507
10. Pump Station 4 Emergency Generator, Across from Fish Hatchery Highway 49, Medicine Park, OK 73557
11. Comanche County Emergency Comm. Center Emergency Generator, 4500 SW Lee Blvd, Building 900, Lawton, OK 73505
12. Wastewater Treatment Plant Tanks and Emergency Generator, 8104 SE 15th Street, Lawton, OK 73501
13. Lawton City Landfill Bulk Tank, 8902 SW 11th St, Lawton, Ok. 73501
14. Lawton Fire Station 2, Emergency Generator, 2735 Sw. 17th St, Lawton, Ok 73501

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³ The grantor*
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

What is Bidnet Direct?

State and local government agencies throughout the State of Oklahoma, like the [City of Lawton](#), utilize Bidnet Direct for distribution of solicitations - including documents and addendum, vendor management and award management. Many participating agencies also utilize the electronic bid submission option for vendors to submit responses directly online through the platform. In addition, our content team of researchers visits thousands of agency websites, newspapers, and other locations to aggregate open solicitations from non-participating agencies to alert registered vendors of matching opportunities.

How do I register on Bidnet Direct to receive City of Lawton’s business opportunities?

Registration on Bidnet Direct is done online. To receive notifications of matching the City of Lawton business opportunities, simply register [here](#).

What are the registration options?

There are 4 types of registration options.

When you register, you are registering for access to not only the [City of Lawton](#)’s open solicitations, but also solicitations from other participating agencies throughout Oklahoma.

Group, Statewide, and Federal options will provide you with automated notifications of participating agency matching bids and, additionally, all statewide matching government bids and/or Federal Bids.

Free registration will allow you to access documents, respond to electronic bids and more; The City of Lawton has a special arrangement where **you will receive notifications** of matching solicitations and addenda even when selecting the Free, Limited Access package.

Limited \$0	Group Agencies \$9/month <i>billed annually</i>	State & Local \$36/month <i>billed annually</i>	Federal, State & Local \$45/month <i>billed annually</i>
<ul style="list-style-type: none"> ✓ Member agency bids 	<ul style="list-style-type: none"> ✓ Member agency bids ✓ Daily notifications ✓ Advanced search 	<ul style="list-style-type: none"> ✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids 	<ul style="list-style-type: none"> ✓ Member agency bids ✓ Daily notifications ✓ Advanced search ✓ State & local bids ✓ Federal bids

What information do I need to register on Bidnet Direct?

Basic registration requires key contact information for your company's main user, such as company name, address, and phone number. Once you have completed the basic registration, you will receive an email to verify your account information. After your account is verified, you will be prompted to complete additional information, including NIGP Category code selections and any applicable Disadvantage Business Enterprise (DBE) or Small Business (SB) certification information. You can start the [registration process here](#).

Will I be able to download documents?

Yes, all registered vendors can download documents from the [City of Lawton](#) along with other participating agency documents attached to matching solicitations.

I am having trouble registering or have a Bidnet Direct question, who can I contact for assistance?

Bidnet Direct's Vendor Support team is available M-F from 7 a.m. – 7 p.m. CT. You can contact us at (800) 835-4603, option 2 or support@bidnet.com.