



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055  
[www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp)

**REQUEST FOR BID**  
**#14-0104**  
**FUEL**

November 10, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from qualified vendors to provide fuel for the County's annual requirements. It is anticipated that an official contract and purchase orders will be issued after approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) copy of the entire document with any supplementary materials to:

Gunda Angelica  
Sedgwick County Purchasing Department  
525 N. Main St., Suite 823  
Wichita, KS 67203

**SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, November 25, 2014.** Delivered responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST on the due date.

Gunda Angelica  
Purchasing Agent

## **1. ABOUT THIS DOCUMENT**

The nature of this request is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful bidder will understand that portions (potentially all) of their bid may become public record at any time after receipt of bids. Bid responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in bid responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **2. GENERAL & BACKGROUND INFORMATION**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 503,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Fleet Management Department purchases fuel for use in County vehicles operated by various departments. The quantities indicated below are estimated based on the current year's use and shall be used to evaluate the bid only. The quantities purchased will be those actually required by Sedgwick County to operate its fleet of vehicles and equipment. The County reserves the right to increase or decrease these amounts during the contract period. No guarantee is made to the exact number of gallons to be ordered. For the purposes of bid evaluation ONLY all firms will use the OPIS published LOW PRICE of Friday, November 14, 2014 applicable to the Wichita Area Wholesale supplier.

### **Location, Tank Size, Type, Usage**

| LOCATION   | ESTIMATED<br>LOAD SIZE IN<br>GALLONS | TANK SIZE | TYPE  | EST.<br>2014 USAGE |
|--|--------------------------------------|-----------|-------|--------------------|
| <b>ANDALE YARD</b><br>5858 W. 247 <sup>TH</sup> St. W., Andale, KS 67001<br>Contact: Crystal Hester 660-7479   |                                      |           |       |                    |
| TREATED 87 OCTANE E10 UNLEADED<br>GASOLINE   | 1000                                 | 5,000     | BELOW | 6,900              |
| DIESEL FUEL  | 2000                                 | 5,000     | BELOW | 24,000             |
| <b>CLONMEL YARD</b><br>17500 W. 71 <sup>ST</sup> St. S., Clonmel, KS 67026<br>Contact: Crystal Hester 660-7479 |                                      |           |       |                    |
| TREATED 87 OCTANE E10 UNLEADED<br>GASOLINE   | 1000                                 | 5,000     | BELOW | 6,500              |
| DIESEL FUEL  | 1000                                 | 10,000    | BELOW | 18,500             |
| <b>WEST YARD</b><br>4701 S. West St., Wichita, KS 67217<br>Contact: Crystal Hester 660-7479                    |                                      |           |       |                    |
| TREATED 87 OCTANE E10 UNLEADED<br>GASOLINE   | 1000                                 | 5,000     | BELOW | 10,000             |
| DIESEL FUEL  | 2000                                 | 10,000    | BELOW | 60,000             |

|  |      |                        |                |         |
|--|------|------------------------|----------------|---------|
| <b>LAKE AFTON</b><br>25401 W. 39 <sup>TH</sup> St. S., Goddard, KS 67052<br>Contact: Crystal Hester 660-7479             |      |                        |                |         |
| TREATED 87 OCTANE E10 UNLEADED GASOLINE  | 500  | 550 (2)                | ABOVE          | 3,600   |
| DIESEL FUEL  | 300  | 550                    | ABOVE          | 3,009   |
| <b>SEDGWICK. COUNTY PARK</b><br>6501 W. 21 <sup>ST</sup> . St. N., Wichita, KS 67212<br>Contact: Crystal Hester 660-7479 |      |                        |                |         |
| TREATED 87 OCTANE E10 UNLEADED GASOLINE  | 500  | 550 (2)                | ABOVE          | 3,500   |
| DIESEL FUEL  | 300  | 550                    | ABOVE          | 2,500   |
| <b>FLEET MANAGEMENT</b><br>814 Stillwell, Wichita, KS 67213<br>Contact: Crystal Hester 660-7479                          |      |                        |                |         |
| TREATED 87 OCTANE E10 UNLEADED GASOLINE  | 4000 | #3-15,000<br>#4-15,000 | BELOW<br>BELOW | 198,657 |
| DIESEL FUEL  | 1000 | #1-10,000<br>#2-10,000 | BELOW<br>BELOW | 50,000  |
| <b>EAST YARD</b><br>2200 S. Webb Rd., Wichita, KS 67207<br>Contact: Crystal Hester 660-7479                              |      |                        |                |         |
| TREATED 87 OCTANE E10 UNLEADED GASOLINE  | 1000 | 10,000                 | BELOW          | 3,800   |
| DIESEL FUEL  | 1000 | 10,000                 | BELOW          | 15,000  |
| <b>NORTH YARD</b><br>10530 E. 37 <sup>TH</sup> St , N., Wichita, KS 67226<br>Contact: Crystal Hester 660-7479            |      |                        |                |         |
| TREATED 87 OCTANE E10 UNLEADED GASOLINE  | 1000 | 10,000                 | BELOW          | 5,000   |
| DIESEL FUEL  | 1000 | 10,000                 | BELOW          | 19,000  |
| <b>MAIN COURTHOUSE</b><br>525 N. Main St., Wichita, KS 67203<br>Contact: Patrick Masterson 660-5149                      |      |                        |                |         |
| DIESEL FUEL DYED   | 3000 | 15,000                 | BELOW          | 10,400  |
| <b>ADULT DETENTION FACILITY</b><br>141 W. Elm, Wichita, KS 67203<br>Contact: Patrick Masterson 660-5149                  |      |                        |                |         |
| DIESEL FUEL DYED   | 4000 | 10,000 (2)             | BELOW          | 14,000  |
| <b>HISTORICAL COURTHOUSE</b><br>510 N. Main St., Wichita, KS 67203<br>Contact: Patrick Masterson 660-5149                |      |                        |                |         |
| DIESEL FUEL DYED   | 1000 | 5,000                  | BELOW          | 6,000   |

**PUBLIC SAFETY CENTER—STAND BY TANK**

714 N. Main St., Wichita, KS 67203  
Contact: Patrick Masterson 660-5149

|                  |      |        |       |       |
|------------------|------|--------|-------|-------|
| DIESEL FUEL DYED | 1500 | 10,000 | BELOW | 9,200 |
|------------------|------|--------|-------|-------|

**3. MINIMUM REQUIREMENTS**

The successful bidder must:

- 3.1 Have proper certification(s) or license(s) for the services specified in this RFB.
- 3.2 Have the capacity to acquire all required bonds, escrows or insurances.
- 3.3 Have a minimum of three (3) years experience in providing services similar to those specified in this RFB.
- 3.4 Provide three (3) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFB. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
- 3.5 Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
- 3.6 All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m.
- 3.7 Wear company uniform or ID badge for identification purposes.

**4. SPECIFICATIONS**

- 4.1 The 87 Octane E10 unleaded gasoline must be treated with an additive that meets or exceeds the Federal EPA regulations for inlet valve deposit and port fuel injectors.
- 4.2 All gasoline delivered shall be free of alcohol, methanol, water, suspended matter and strong obnoxious odors and shall meet the standards as per ASTM D439-83 and all other recognized minimum standards.
- 4.3 All diesel fuel delivered shall be free of water, suspended matter and strong obnoxious odors and shall meet or exceed the ASTM Specification standard of D975 or the latest revisions along with the standards listed below.

| <b>Diesel Fuel Specifications</b> | <b>Diesel Fuel No. 1</b> | <b>Diesel Fuel No. 2</b> |
|-----------------------------------|--------------------------|--------------------------|
| Gravity, API                      | 42.8                     | 34.6                     |
| BTU/Gal. Gross                    | 134,200                  | 139,100                  |
| Sulfur, Total                     | 0.041                    | 0.256                    |
| Flash Point                       | 142                      | 185                      |
| Cetane No., Index                 | (52)                     | (41.5)                   |

- 4.4 The County will pay the preceding Friday OPIS published low price for the fuel received during the week plus the listed mark-up per gallon. The only factor that is variable throughout the life of the contract is the lowest OPIS price. The weekly "OPIS" published price for fuel, of all wholesale suppliers in the Wichita Area, will be furnished to the County on a weekly basis. **All prices shall be FOB Destination.**
- 4.5 All deliveries shall be made the morning after the order is placed. From time to time, the vendor may be expected to make deliveries on a short notice basis as requested by the County. If deliveries cannot be made within the needed time requirement, the County reserves the right to purchase fuel on the open or spot market.
- 4.6 The fuel shall be delivered F.O.B destination, with transportation charges pre-paid on all orders, to various locations throughout the County as directed. When the fuel is delivered, the vendor will be responsible for ensuring the amount of fuel dropped for each delivery is accurate. The driver will present a manifest to the County after each delivery. The manifest will include the amount of fuel delivered, substantiated by meter reading and verified by the designated County employee signing the delivery ticket.
- 4.7 The vendor will repair any damage to fuel supply lines that are caused as a result of fuel delivery.

- 4.8 All firms shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental spill. No County employee may authorize an over fill. Tanks will only be filled to 90% of their capacity. In case of a spill or over fill, the firm's employee shall immediately verbally notify a County employee at the site or call the emergency telephone number, 660-7479. In either case, a written follow-up shall be delivered to Fleet Management within 48 hours.
- 4.9 The County may at any time have any type of fuel analyzed upon delivery (a sample to be taken directly off the delivery truck) by an independent testing agency of their choice. In the event the fuel does not meet specifications all testing costs and costs associated with removal of poor quality fuel and replacement of fuel meeting specifications will be the burden of the bidder.
- 4.10 In the event of an error resulting in fuel being pumped into the wrong tank (i.e. diesel into 87 octane E10 unleaded gasoline tank) it will be the responsibility of the firm to drain the affected tank and replace all fuel with the correct product.
- 4.11 The bidder, where applicable, will provide a Material Safety Data Sheet.
- 4.12 Upon delivery, all gasoline and diesel fuel shall have a minimum shelf life of one (1) year. All fuel products shall be guaranteed against causing any damage to equipment resulting from proper use of the product.

**5. TENTATIVE TIMELINE**

The following dates are provided for information purposes and are subject to change without notice. Contact Gunda Angelica at (316) 660-7262 to confirm any and all dates.

|  |                               |
|--|-------------------------------|
| Distribution of Request for Bid to interested parties                          | <b>November 10, 2014</b>      |
| Clarification, Information and Questions submitted in writing by 5:00 p.m. CST | <b>November 13, 2014</b>      |
| Addendum Issued  | <b>November 17, 2014</b>      |
| Sealed bids due before 1:45 p.m. CST   | <b>November 25, 2014</b>      |
| Evaluation Period  | <b>Nov. 26 - Dec. 1, 2014</b> |
| Board of Bids and Contracts Recommendation                                     | <b>December 4, 2014</b>       |
| Board of County Commission Award   | <b>December 10, 2014</b>      |

**6. QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFB process and document content should be directed to Gunda Angelica at [Gunda.Angelica@sedgwick.gov](mailto:Gunda.Angelica@sedgwick.gov) and Penny Poland at [Penny.Poland@sedgwick.gov](mailto:Penny.Poland@sedgwick.gov). Questions must be submitted in writing by 5:00 p.m. CST, November 13, 2014. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) by November 17, 2014. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

**7. CONTRACT PERIOD**

A contractual period with the successful firm will begin December 18, 2014 following award from Board of County Commission and will be for one (1) year with two (2) one (1) year options to renew.

The Provider will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County’s workers’ compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to contractor.

## **8. INSURANCE REQUIREMENTS**

|   |              |
|---|--------------|
| <b>Workers' Compensation:</b>   |              |
| Applicable State Statutory Employer's Liability   |              |
| <b>Employer's Liability Insurance:</b>  | \$100,000.00 |
| <b>Contractor's Liability Insurance:</b>  |              |
| Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability |              |
| <b>Bodily Injury:</b>   |              |
| Each Occurrence   | \$500,000.00 |
| Aggregate   | \$500,000.00 |
| <b>Property Damage:</b>   |              |
| Each Occurrence   | \$500,000.00 |
| Aggregate   | \$500,000.00 |
| <b>Personal Injury:</b>   |              |
| Each Person Aggregate   | \$500,000.00 |
| General Aggregate   | \$500,000.00 |
| <b>Automobile Liability-Owned, Non-owned and Hired</b>  |              |
| Bodily Injury Each Person   | \$500,000.00 |
| Bodily Injury Each Occurrence   | \$500,000.00 |
| <b>Professional Liability</b>   | \$500,000.00 |

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

## **9. INDEMNIFICATION**

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

## **10. TERMINATION**

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

## **11. REQUEST FOR BID CONDITIONS**

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return completed copies of the entire document to the Sedgwick County Purchasing Department, 525 North Main, 8<sup>th</sup> Floor, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
9. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate

agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

16. The Bidder agrees to comply with K.S.A. 44-1030.
  - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
  - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
  - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
  - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
24. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
27. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.



28. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
29. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
30. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
31. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
32. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
33. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
34. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

## **12. GENERAL CONTRACT PROVISIONS**

The following appendix is language the County requires for all contracts that are entered in to (if duplication exists, previous sections prevail). [http://www.sedgwickcounty.org/purchasing/pdf\\_files/General\\_Contract\\_Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf).

## **13. BID CONTENT**

The bid response should be organized in the following format and information sequence:

- 13.1 One complete original and one complete copy as described on page 1.
- 13.2 Bidder must clearly delineate and describe in detail any exceptions to the requirements and specifications.
- 13.3 Complete, sign and return the Bid Response Form that is provided on page 10 and 11.
- 13.4 Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall
  - a) Furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
  - b) Furnish a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

**BID RESPONSE FORM PAGE 1**

**#14-0104**

**FUEL**

The undersigned, on behalf of the Proposer , certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAX PAYER I.D. NUMBER \_\_\_\_\_ STATE INCORPORATED \_\_\_\_\_

COMPANY WEBSITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail Dealer \_\_\_\_\_

General Nature of Business \_\_\_\_\_ FEIN/SS # \_\_\_\_\_ W-9 included \_\_\_\_\_

Not a Minority Owned Business \_\_\_\_\_ Minority Owned Business: \_\_\_\_\_ Certification # \_\_\_\_\_

African American \_\_\_ Asian \_\_\_ Hispanic \_\_\_ Native American \_\_\_ Other \_\_\_ Woman Owned Business \_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp).

NO. \_\_\_\_\_, DATED \_\_\_\_\_;      NO. \_\_\_\_\_, DATED \_\_\_\_\_;      NO. \_\_\_\_\_, DATED \_\_\_\_\_

(CONTINUED ON PAGE 11)

**BID RESPONSE FORM PAGE 2**

**#14-0104**

**FUEL**

For the purpose of bid evaluation ONLY, all firms shall use the OPIS published LOW PRICE of Friday, November 14, 2014.

| <b>Fuel</b>                             | <b>Mark-up</b> | <b>Freight</b> | <b>Surcharge Fees</b> | <b>Price per Gallon</b> | <b>Total Cost</b> |
|---|----------------|----------------|-----------------------|-------------------------|-------------------|
| Treated 87 octane E10 unleaded gasoline |                |                |                       | \$                      | \$                |
| Diesel Fuel #1                          |                |                |                       | \$                      | \$                |
| Diesel Fuel #2                          |                |                |                       | \$                      | \$                |
| Diesel Fuel #1 Dyed                     |                |                |                       | \$                      | \$                |
| Diesel Fuel #2 Dyed                     |                |                |                       | \$                      | \$                |

If you are interested in being on Sedgwick County's Emergency Vendor List, fill in the following:

**After Hours Phone #:** \_\_\_\_\_ **Emergency Contact Name:** \_\_\_\_\_

**After Hours Fax #:** \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_