



SEDGWICK COUNTY, KANSAS
FINANCE DEPARTMENT
DIVISION OF PURCHASING
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR BID
16-0095
OILS AND FLUIDS

December 9, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking bids for Oils and Fluids. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid.

Sincerely,

A handwritten signature in cursive script that reads "Kara Kingsley".

Kara Kingsley
Purchasing Agent

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 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, employs nearly 2,800 persons, 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 County is soliciting bids for the purpose of contracting for the County's annual requirements for lubricating oil, gear oil, grease, transmission fluid, and windshield washer fluid. The Fleet Management Department purchases these products for use in County vehicles operated by various departments.

II. Submittals

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) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kara Kingsley
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, January 3, 2017. 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.

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.

III. Scope of Work

All firms must meet the following mandatory requirements. Bids submitted must reflect in detail their inclusion and the degree to which they can be provided. The successful vendor shall:

- A. Provide the most extensive inventory of materials available to avoid lengthy back orders.
- B. Make all deliveries (for Sedgwick County) F.O.B. to: Sedgwick County Fleet Management, 1021 Stillwell, Wichita, Kansas, 67213, and provide a packing slip with each delivery listing the items delivered and prices.
- C. Agree that supplies furnished shall be covered by the most favorable commercial warranties offered by the manufacturer.
- D. Understand that quality of the material received will be regularly reviewed. Fleet Management must approve alternates from the contracted brands prior to shipping.
- E. Make all efforts necessary to reduce or eliminate back orders. The Fleet Management contact person must be notified of any back orders.
- F. Understand that the County reserves the right to obtain any emergency material that cannot be obtained within the time needed or materials that are unavailable from the contract vendor from alternate sources.
- G. Understand that the County may return any over shipments above the quantity ordered to the successful vendor without charge.
- H. Understand that the County will make all efforts to consolidate orders so repeated delivery trips and or shipments in a given period are minimized.
- I. Prices quoted shall be delivered price. All transportation charges shall be prepaid to the destination and absorbed by the vendor.
- J. All lubricating products purchased will be for the exclusive use of Sedgwick County, Kansas. Therefore, the State of Kansas Sales Tax and Federal Excise Tax shall not be imposed.
- K. If during the contract period, the price on any item is reduced below the originally quoted price, the low price will be extended to the County.
- L. All prices proposed will be substantiated with complete line price booklets if applicable. These line sheets shall show the County purchase price for all items relevant. Any price increases must be substantiated with new pricing booklets. Documentation supporting the need for increases must be submitted to Fleet Management who

will have the final decision, if the increase will be allowed. Any invoicing billed at an amount higher than the quoted price will automatically be changed to the proposed price before payment.

- M. Containers of lubricating oils shall be shipped in clean containers, suitable for the purpose, and shall be delivered to the destination free from all leaks. Containers shall be properly labeled, showing product identification and manufacturer number. The packaging and labels shall conform to all DOT requirements.
- N. Vendor shall exchange for any good, clean drums or pick up their own drums when empty at no cost.
- O. Field sampling will be obtained periodically at the point of delivery to assure conformance to the specifications. Any material that is not substantially in compliance with the specifications must be replaced at the vendor's expense. In addition, the successful vendor will be required, upon request, to furnish photo-stats or reproductions of documents, test reports, data sheets, etc., giving the following information concerning the oil he will supply under the contract:
 - a. The Manufacturer's brand name or code number.
 - b. Qualification number and date of qualification.
 - c. A typical analysis of the qualified oil showing results of all test required MS and/or API Classification.
 - d. The Acceptance Test Tolerance established by the qualifying agency as outlined in MS and/or API Classification.
- P. A contact person and a minimum of one back up person shall be identified within the vendor's company. This person will be responsible for any and all details in regard to the administration of this contract.
- Q. Any defective material will be promptly picked up and exchanged with new replacements within 24 hours.
- R. Immediately upon receipt of Sedgwick County Purchase Order, the successful Bidder(s) will mail three (3) copies of the applicable Material Safety Data Sheets (MSDS) for each product supplied, referencing the Purchase Order, to 1021 Stillwell, Wichita, KS 67213.
- S. Material Safety Data Sheets (MSDS) will be provided with each shipment for each product provided to Fleet Management.
- T. **Firm MUST provide specification sheets and MSDS sheets WITH THEIR BID RESPONSE on ALL products bid herein.**

IV. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kara Kingsley at kara.kingsley@sedgwick.gov by 5:00 p.m. CST December 16, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CST December 20, 2016. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*

6. Ballots furnished under the contract shall be of good quality, free from faults, defects and in conformance with the contract and applicable state law. The printer shall not change specifications submitted by Sedgwick County without prior approval in writing from the Election Commissioner. All ballots not conforming to these requirements will be considered defective.

C. [Selection Criteria](#)

An award will be made to the lowest responsible and responsive bidder.

D. [Request for Bid Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	December 9, 2016
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	December 16, 2016
Addendum Issued	December 20, 2016
Sealed Bid due before 1:45pm CST	January 3, 2017
Evaluation Period	January 3 – January 12, 2017
Board of Bids and Contracts Recommendation	January 12, 2017
Board of County Commission Award	January 18, 2017

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon 30 days prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon 30 days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below 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 **(must be acknowledged on the bid/proposal response form)**.

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Bodily Injury:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Property Damage:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability-Owned, Non-owned and Hired

Each Occurrence Bodily Injury and Property damage \$500,000.00

General Aggregate \$500,000.00

Professional Liability

If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. 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 provider's 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.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. Bid Conditions

http://www.sedgwickcounty.org/purchasing/pdf_files/Bid%20Terms%20%20Conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VI. Usage

The following specifications apply to all purchases for Fleet Maintenance. These materials will be used for the lubrication of cars, trucks, tractors, graders, and other motorized equipment. Vendor shall be required to supply them in the following types and grades as indicated in the bid document. **All bids must meet or exceed these specifications.** The County reserves the right to waive compliance on minor technicalities under this specification. Product specification sheets **MUST** be included with the bid response.

The quantities indicated below are estimated based on the previous year's use and shall be used to evaluate the bid only. The quantities purchased will be those actually required by Sedgwick County to maintain its fleet of vehicles and equipment. The County reserves the right to increase or decrease these amounts during the contract period.

Please Note: Hydraulic Oil #68, 15W40 and 5W30 motor oils are stored and dispensed at Fleet Management in BULK CONTAINERS. Vendors should provide the pricing based on per gallon measure for these items, but must be able to either deliver in bulk or transfer to bulk containers upon delivery.

	Product	2015 Estimated Usage	2016 Estimated Usage	UOM
1.	Hydraulic Oil #68	229	65	Bulk
2.	Hydraulic Oil #68	3	1	55 gallon drum
3.	Ultra Heavy Duty Extended Life Diesel Antifreeze, 50/50 Pre-mix	6	4	55 gallon drum
4.	Autran Synthetic 295	9	0	5 gallon pail
5.	Multi Purpose Grease (lithium #2)	5	6	120 lb. drum
6.	#2 Tube Grease (Mp/EP2)	30	1	14 oz. tubes
7.	15w40 Motor Oil Premium CJ4 oil	4702 (qts)	4186 (qts)	Bulk
8.	15w40 Motor Oil Premium CJ4 oil	1	2	55 gallon drum
9.	5W30 Motor Oil	0	4913 (qts)	Bulk
10.	5W30 Motor Oil	0	2	55 gallon drum
11.	Power Tran Fluid		15	5 gallon pail

Specifications for items listed above:

Item# 1&2	
Hydraulic Oil #68	
Typical Properties	
API Gravity	29.7
Flash Point COC <C>	235
Fire Point ASTM C	263
Pour Point ASTM C	-30
Color	1.5
Viscosity cST @ 40C	62.9
Viscosity cST @ 100C	8.43
Viscosity Index	104
Appearance	B&C
Foaming: ML @ 24 c/93.5 c/24 C	
Tendency	Pass
Stability @ 5 minutes	Pass
Acid Number MGKOH/G	1.5
CU corrosion 3 HRS @ 100 C	Pass
Rust Test Sea Water 24 Hrs	Pass
Emulsion Test Hr.	Pass
Turbine Oil Oxidation Test Hr.	6050
Calcium, WT%	70
Phosphorus, WT%	335
Zinc, WT%	400
Item #3	
Ultra Heavy Duty Extended Life Diesel Antifreeze, 50/50 Pre-mix	
Typical Properties	
Specific Gravity (60/60F)	1.08
Boiling Point, F	226°F
Effect on Automotive Finish	No Effect
Chloride, PPM	25 Max
Water (WT%)	51
Color	Yellow
Item #4	
Autran Synthetic 295	
Typical Properties	
Viscosity, ASTM D-445. cST	
@ 40C (104F)	32.9
@ 100C (212F)	6.4
Brookfield Viscosity, ASTM D-2983, cP@ -40C (-40F)	14,300
Viscosity Index, ASTM D-2270	150
Specific Gravity, ASTM D-287, @ 16C (60F)	35.4
Flash Point, ASTM D-92, C/F	228 (442)
Fire Point, ASTM D -92, C/F	272/522
Pour Point, ASTM D-97 C/F	-48 (-54)
Foam Resistance Test, GM6417M @ 95C and 135C	PASS
KRL Shear Test, % Viscosity Loss @ 20 hrs	3.8
Rust Protection, ASTM D1748 (modified)	No Rust
Item #5&6	
Multi Purpose Grease (lithium #2) and #2 Tube Grease (Mp/EP2)	
Typical Properties	

NLGI Grade	2
Soap Base	Lithium
Texture	Smooth
Color	Dark Amber
ASTM Worked Penetration @77F	278
ASTM Dropping Pt. F	350
Rust Test (D 1743)	Pass
Timken Ok Load, lbs.	40
Kinematic Vis @40 C, cST	177.4
Kinematic Vis @ 100C, cST	15.4
Pour Point C	-10
Item # 7&8	
15w40 Motor Oil Premium CJ4 oil	
Typical Properties	
API Gravity	.880
Flash Point COC<C> (F)	227 (441)
Pour Point ASTM C/F	-38 (-36)
Viscosity cST @ 40C	114
Viscosity cST @ 100C	15.2
Viscosity Index	139
ASH, Sulfated WT%	.97
API Service	CJ-4/SM
Total base number	8.4
Item #9&10	
5w30 Motor Oil	
Typical Properties	
Specific Gravity at 15.C	32.9
Flash Point COC <C>	220 (428)
Pour Point	-43 (-45)
Viscosity, cST at 100C	10.1
cP at -30C	
cP at -25C	
Viscosity Index	150
Noack Volatlility %	15 Max
ISLAC Performance	GF-4
Item #11	
Power Tran Fluid	
Typical Properties	
Specific Gravity at 15.C	32.9
Flash Point COC <C>	220
Pour Point	-45
Viscosity, cST at 100C	10.1
cP at -30C	5390 max
cP at -25C	
Viscosity Index	150
Noack Volatlility %	15 Max
ISLAC Performance	GF-4
API Performance Level	SMEC
API Performance Level	SMEC

VII. Required Response Content

The following products should be priced according to the estimated quantity unit listed above for years 2015 and 2016.

	Product	Brand	Price	UOM
1.	Hydraulic Oil #68		\$	Bulk
2.	Hydraulic Oil #68		\$	55 gallon drum
3.	Ultra Heavy Duty Extended Life Diesel Antifreeze, 50/50 Pre-mix		\$	55 gallon drum
4.	Autran Synthetic 295		\$	5 gallon pail
5.	Multi Purpose Grease (lithium #2)		\$	120 lb. drum
6.	#2 Tube Grease (Mp/EP2)		\$	14 oz. tubes
7.	15w40 Motor Oil Premium CJ4 oil		\$	Bulk
8.	15w40 Motor Oil Premium CJ4 oil		\$	55 gallon drum
9.	5w30 Motor Oil		\$	Bulk
10.	5w30 Motor Oil		\$	55 gallon drum
11.	Power Tran Fluid		\$	5 gallon pail

Percent Discount From List Price Offered: _____

VIII. Response Form

**REQUEST FOR BID
16-0095
OILS AND FLUIDS**

The undersigned, on behalf of the Bidder, 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 bidder 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** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

__ African American (05) __ Asian Pacific (10) __ Subcontinent Asian (15) __ Hispanic (20)

__ Native American (25) __ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

__ Not Minority -Woman Owned (50) __ African American-Woman Owned (55)

__ Asian Pacific-Woman Owned (60) __ Subcontinent Asian-Woman Owned (65) __ Hispanic Woman Owned (70)

__ Native American-Woman Owned (75) __ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____

After Hours Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/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 .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

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 _____