



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 660-1839
[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

REQUEST FOR BID
RFB #21-0079
FUEL

January 25, 2022

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking bids for Fuel for Fleet Maintenance. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CST, Tuesday, February 15, 2022.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder’s response.

A handwritten signature in blue ink that reads "Tammy Culley".

Tammy Culley
Purchasing Agent

TC/lj

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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 514,000 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.

Sedgwick County is seeking bids for Fuel, in accordance with the specifications outlined, for Sedgwick County Fleet Maintenance.

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:

Tammy Culley
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, FEBRUARY 15, 2022**. 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. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Bid responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CST, on the due date.

III. Scope of Work

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 Tuesday January 25, 2022 applicable to the Wichita Area Wholesale supplier.

Location, Tank Size, Type, Usage

LOCATION	ESTIMATED LOAD SIZE IN GALLONS	TANK SIZE	TYPE	ESTIMATED 2021 USAGE
ANDALE YARD 5858 W. 247 TH St. W., Andale, Kansas 67001 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	1,000	5,000	BELOW	10,000
DIESEL FUEL	1,000	5,000	BELOW	25,000

CLONMEL YARD 17500 W. 71 ST St. S., Clonmel, Kansas 67026 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	1,000	5,000	BELOW	10,000
DIESEL FUEL	1,000	10,000	BELOW	23,000
WEST YARD 4701 S. West St., Wichita, Kansas 67217 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	1,000	5,000	BELOW	10,000
DIESEL FUEL	1,000	10,000	BELOW	45,000
LAKE AFTON 25401 W. 39 TH St. S., Goddard, KS 67052 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	500	550 (2)	ABOVE	5,000
DIESEL FUEL	300	550	ABOVE	2,000
SEDGWICK. COUNTY PARK 6501 W. 21 ST . St. N., Wichita, KS 67212 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	500	550 (2)	ABOVE	4,000
DIESEL FUEL	300	550	ABOVE	2,500
FLEET MANAGEMENT 814 Stillwell, Wichita, KS 67213 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	8,000	#3-15,000 #4-15,000	BELOW BELOW	430,000
DIESEL FUEL	1,000	#1-10,000 #2-10,000	BELOW BELOW	15,000
EAST YARD 2200 S. Webb Rd., Wichita, KS 67207 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	1,000	10,000	BELOW	6,500
DIESEL FUEL	1,000	10,000	BELOW	18,000
NORTH YARD 10530 E. 37 TH St , N., Wichita, KS 67226 Contact: Dawn Shive 660-7479				
TREATED 87 OCTANE E10 UNLEADED GASOLINE	1,000	10,000	BELOW	7,000
DIESEL FUEL	1,000	10,000	BELOW	20,000

MAIN COURTHOUSE 525 N. Main St., Wichita, KS 67203 Contact: Kendal Ewing 316-660-9079				
DIESEL FUEL DYED	3,000	15,000	BELOW	10,400

ADULT DETENTION FACILITY 141 W. Elm, Wichita, KS 67203 Contact: Kendal Ewing 316-660-9079				
DIESEL FUEL DYED	4,000	10,000 (2)	BELOW	14,000

HISTORICAL COURTHOUSE 510 N. Main St., Wichita, KS 67203 Contact: Kendal Ewing 316-660-9079				
DIESEL FUEL DYED	1,000	5,000	BELOW	6,000

PUBLIC SAFETY CENTER-STAND BY TANK 714 N. Main St., Wichita, KS 67203 Contact: Kendal Ewing 316-660-9079				
DIESEL FUEL DYED	1,500	10,000	BELOW	9,200

SEDGWICK COUNTY ZOO 5555 W. Zoo Blvd, Wichita, KS 67212 Contact: Cheryl Rice 316-266-8204				
No E Unleaded	300	300	BELOW	1,500

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.
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.
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.

Diesel Fuel Specifications	Diesel Fuel No. 1	Diesel Fuel No. 2
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. 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 F.O.B. Destination.**
5. All deliveries need be made within two (2) days after the order is placed unless otherwise noted on the order. From time to time, the vendor may be expected to make deliveries on a short notice basis as requested by the county.

6. If deliveries cannot be made within the needed time requirement, the county reserves the right to purchase fuel on the open or spot market.
7. 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.
8. The vendor will repair any damage to fuel supply lines that are caused as a result of fuel delivery.
9. 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, 316-660-7479. In either case, a written follow-up shall be delivered to Fleet Management within 48 hours.
10. 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.
11. 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.
12. The bidder, where applicable, will provide a Material Safety Data Sheet.

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.

IV. Sedgwick County's Responsibilities

- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Tammy Culley at Tamara.Culley@sedgwick.gov by 5:00 pm CST, Monday, January 31, 2022. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this bid number by 5:00 pm CST, Friday, February 4, 2022. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. Minimum Firm 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.*

C. Evaluation 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 Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	January 25, 2022
Clarification, Information and Questions submitted in writing by 5:00 pm CST	January 31, 2022
Addendum Issued by 5:00 pm CST	February 4, 2022
Sealed Bid due before 1:45 pm CST	February 15, 2022
Board of Bids and Contracts Recommendation	February 24, 2022
Board of County Commission Award	March 2, 2022

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 four (4) one (1) year options to renew.

County may cancel its obligations herein upon thirty-day (30) 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 thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** 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.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<u> X </u> Required / _____ Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
_____ Required / <u> X </u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<u> X </u> Required / _____ Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, 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 bidder agrees all data, records and information, which the bidder, 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 bidder 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 bidder 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

<https://www.sedgwickcounty.org/media/31339/bid-terms-condition.pdf>

General Contract Provisions

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

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

VI. Required Response Content

Bid response should include the following: Fuel

1. Any exclusions clearly delineated.
2. Sample invoice.
3. Completed and signed Bid Response Form.
4. Those responses that do not include all required forms/items may be deemed non-responsive.
5. Bid Pricing Template Unaltered.

VII. Response Form

**REQUEST FOR BID
RFB #21-0079
FUEL**

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 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.

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 _____

VIII. Response Table

RFB #21-0079
FUEL

For the purpose of bid evaluation ONLY, all firms shall use the OPIS published LOW PRICE of Tuesday, January 25, 2022.

Those responses that do not include all required forms/items will be deemed non-responsive. DO NOT ALTER THE PRICING TEMPLATE. Bidders who alter the pricing template will be deemed non-responsive.

Fuel	Mark-up	Freight	Surcharge Fees	Price per Gallon	Total Cost
Treated 87 octane E10 unleaded gasoline				\$	\$
No E Unleaded				\$	\$
Diesel Fuel #1				\$	\$
Diesel Fuel #2				\$	\$
Diesel Fuel #1 Dyed				\$	\$
Diesel Fuel #2 Dyed				\$	\$

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 _____