

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

REQUEST FOR BID RFB #22-0037 OILS AND FLUIDS

April 25, 2022

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Oil 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 Responses are due no later than 1:45 pm CDT May 24, 2022.

<u>All contact concerning this solicitation shall be made through the Purchasing Department.</u> 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.

Sincerely,

Jamara Culley

Tammy Culley Purchasing Agent

TC/ch

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I. <u>Purpose</u>

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 lubricating oil, gear oil, grease, transmission fluid, and windshield washer fluid in accordance with the specifications outlined, for Sedgwick County Fleet Management.

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 CDT, TUESDAY, May 24, 2022**. Responses must be <u>sealed and</u> <u>marked on the lower left-hand corner with the firm name and address, bid number, and bid due date</u>. 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 CDT, on the due date. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these bids are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:00 pm.

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 (1) 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.

IV. Estimated 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 <u>MUST</u> 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	2022 Estimated Usage	2023 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:

Items #1 & #2			
Hydraulic Oil #68			
Typical Properties			
API Gravity	29.7		
Flash Point COC <c></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
Brooksfield Viscosity, ASTM D-2983, cP@-40C (-40F)	14,300
Viscosity Index, ASTM D-2270	14,500
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
Items #5 & #6	
Multi-Purpose Grease (lithium #2) and #2 Tube Grease (M	p/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
Items #7 & #8	
15w40 Motor Oil Premium CJ4 oil	
Typical Properties	
API Gravity	.880
Flash Point COC <c> (F)</c>	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
Items #9 & #10	
5w30 Motor Oil	
Typical Properties	
Specific Gravity at 15.C	32.9
Flash Point COC <c></c>	220 (428)
Pour Point	-43 (-45)
Viscosity, cST at 100C	10.1
cP at -30C	10.1
cP at -25C	
Viscosity Index	150
v iscosity illuca	150

Noack Volatllity %	15 Max
ISLAC Performance	GF-4
Item #11	
Power Tran Fluid	
Typical Properties	
Specific Gravity at 15.C	32.9
Flash Point COC <c></c>	220
Pour Point	-45
Viscosity, cST at 100C	10.1
cP at -30C	5390 max
cP at -25C	
Viscosity Index	150
Noack Volatllity %	15 Max
ISLAC Performance	GF-4
API Performance Level	SMEC
API Performance Level	SMEC

V. <u>Sedgwick County's Responsibilities</u>

- 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.

VI. <u>Bid Terms</u>

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 CDT, May 2, 2022. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <u>https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/</u> under the Documents column associated with this bid number by 5:00 pm CDT, May 6, 2022. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. <u>Minimum Firm Qualifications</u>

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. <u>Request for Bid Timeline</u>

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	April 25, 2022
Clarification, Information and Questions submitted in writing by 5:00 pm CDT	May 2, 2022
Addendum Issued by 5:00 pm CDT	May 6, 2022
Sealed Bid due before 1:45 pm CDT	May 24, 2022
Board of Bids and Contracts Recommendation	June 2, 2022
Board of County Commission Award	June 8, 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 two (2) 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 three (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 of	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.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall
	be included as named insureds.

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. <u>Bid Conditions</u>

https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.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-11-12-2020no-signature-line.pdf

VII. <u>Required Response Content</u>

Bid response should include the following:

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

REQUEST FOR BID RFB #22-0037 OIL AND FLUIDS

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is connection with any person, firm, or corporation submitting a bid on t or fraud; (3) the person whose signature appears below is legally empered (4) they have read the complete Request for Bid and understands all p written and amended and will be implemented as stated; and (6) mista NAME	the same project; (2) is in all respects fair and v owered to bind the firm in whose name the bid rovisions; (5) if accepted by the County, this b kes in writing of the submitted bid will be thei	vithout collusion der is entered; id is guaranteed as
DBA/SAME		
CONTACT		
ADDRESS Cl		
PHONE FAX	HOURS	
STATE OF INCORPORATION or ORGANIZATION		
COMPANY WEBSITE ADDRESS	E-MAIL	
NUMBER OF LOCATIONS NUM	BER OF PERSONS EMPLOYED	
TYPE OF ORGANIZATION: Public Corporation Pri Partnership Other (Describe):		ship
BUSINESS MODEL: Small Business Manufacturer	Distributor Retail	_
Dealer Other (Describe):		
Not a Minority-Owned Business: Minority-Owned Business:	continent Asian (15) Hispanic (20))
Not a Woman-Owned Business: Woman-Owned Bu	siness: (Specify Below)	
Not Minority -Woman Owned (50) African American-W	Voman Owned (55)	
Asian Pacific-Woman Owned (60)Subcontinent Asian-	Woman Owned (65)Hispanic Woman	Owned (70)
Native American-Woman Owned (75)Other (Woman Owned	ed) (80) Please specify	
ARE YOU REGISTERED TO DO BUSINESS IN THE STATE O	DF KS: YesNo	
DUNS NUMBER: SAM N	NUMBER:	
INSURANCE REGISTERED IN THE STATE OF KS WITH MI	NIMUM BEST RATING OF A-VIII:	_YesNo
 □ 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 addendu vendor's responsibility to check and confirm all addendum(s) re		e and it is the
NO, DATED; NO, DATED	; NO, DATED	
In submitting a response to this document, vendor acknowledge clearly delineated and detailed any exceptions.	es acceptance of all sections of the entire de	ocument and has
Signature	Title	
Print Name	Dated	

IX. <u>Required Response Content</u>

The following products should be priced according to the estimated quantity unit listed above for years 2022 and 2023.

	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: