



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

100 N. Broadway, Suite 610 ~ Wichita, KS 67202

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 #22-0078

LIQUID PROPANE

November 14, 2022

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Liquid Propane. 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, December 20, 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.

Sincerely,

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

Tammy Culley
Purchasing Agent

TC/ch

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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 liquid propane, in accordance with the specifications outlined, for Sedgwick County 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, please email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, December 20, 2022**. If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your bid, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Bid responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CST, 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

LIQUID PROPANE (LP) GAS AND/OR TANKS

Liquid Propane (LP) Gas for primary uses in the heating and cooking of propane-using fixtures. This consumption of Liquid Propane (LP) Gas by the county would fall into two weights/categories:

1. **Containers 100 lbs. or less** that would be mobile and able to be serviced at a vendor's service location when delivered to the awarded vendor by county staff or delivered to a county facility within Sedgwick County geographical lines upon request of the vendor by the county department.
2. **Containers 300 lbs. or greater** that would require a vendor transporting Liquid Propane (LP) Gas to a county facility for servicing and filling.

At this time, the county does not have an anticipated increase of stationary propane containers needed but would request pricing for the delivery and installation of a stationary tank if or when needed. All new or replacement tanks must be fully functional upon receipt. The tank in question would be over 420 lbs. (300 gallons) and would be purchased at time of indicated need and pricing should include delivery and installation to allow for immediate department usage.

Service site addresses and estimated quantities:

Department	Location Address	Cylinder/Tank Size(s)	Estimated Annual Usage
Emergency Communications – Radio Shop	1355 S 383rd St. W. Cheney, KS 67025	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)*
Emergency Communications – Radio Shop	17500 W. 71st S. Viola, KS 67149 (Clonmel Yard)	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)*
Emergency Communications – Radio Shop	2501 S. 231st ST. W. Goddard, KS 67052 (23rd S and 231st W)	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)*
Emergency Communications – Radio Shop	10270 S. 127th St. E. Derby, KS 67037 (E 95th S and 127th E then South ¾ mile)	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)*
Parks	Lake Afton 24600 W 39 th S Goddard, KS 67052	3 Ea; 1,000 gallons 5 Ea; 500 gallons 1 Ea.; 200 gallons	4,000 gallons
Parks	Sedgwick County Park 6501 W 21 st St N Wichita, KS 67205	1 Ea.; 1,000 gallons 3 Ea.; 500 gallons	1,300 gallons
Sedgwick County Fire District 1	Fire Station 39 3610 S. 263 rd St. West Garden Plain, KS 67050	1 Ea.; 1,000 gallons	3,000 gallons
Sedgwick County Sheriff's Office	Shooting Range 24532 W 39 th St. S. Goddard, KS 67052	1 Ea.; 500 gallons	2,200 gallons**

**Sedgwick County Emergency Communications – Radio Shop locations run dedicated power from a non-propane utility. Annual propane usage is to test contingency capabilities in the event dedicated power is lost and propane service is needed for continued operations over an extended period for contingency purposes.*

***Sedgwick County Sheriff's Office currently leases their Liquid Propane (LP) tank with ability to later participate and purchase a tank using newly contracted Liquid Propane (LP) gallon rates established.*

Sedgwick County cannot guarantee the actual quantity, this is an estimation: 9,800 gallons annually and as needed.

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 via email to Tammy Culley at Tamara.Culley@sedgwick.gov by 5:00 pm CST, December 2, 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, December 9, 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	November 14, 2022
Clarification, Information and Questions submitted via email by 5:00 pm CST	December 2, 2022
Addendum Issued by 5:00 pm CST	December 9, 2022
Bid due before 1:45 pm CST	December 20, 2022
Board of Bids and Contracts Recommendation	January 5, 2023
Board of County Commission Award	January 11, 2023

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 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 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.
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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-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-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

VI. Required Response Content

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.

VII. Response Form

**RFB #22-0078
LIQUID PROPANE**

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

UEI (UNIQUE ENTITY IDENTIFIER) 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.

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. Pricing Sheet

**REQUEST FOR BID
RFB # 22-0078
LIQUID PROPANE
PRICING SHEET**

LIQUID PROPANE (LP) GAS AND/OR TANKS

Either format (handwritten, .pdf, or .xlxs) must be completed for, "Pricing Sheet" completion to submit vendor pricing

*Sedgwick County cannot guarantee the actual quantity, this is an annual estimation: 9,800 gallons.

Prices(s) proposed must include shipping & handling, inside delivery, surcharges and set-up FOB Delivered to the Sedgwick County locations identified in this document. Any line items not wishing to participate in can be designated, "No Bid" in the "Total" column.

Location of Service Address if county staff wish to pick up/refill Liquid Propane (LP) Gas Tank:

This bid will constitute contract pricing for one (1) year following award, with the potential for four (4) additional one (1) year options to renew, subject to approval by Sedgwick County. An official Purchase Order will be provided to the successful vendor.

General Pricing - Al La Carte

Quantity/Estimated Annual Usage	Unit of Measure	Description	Price Per Unit of Measure	Total
Liquid Propane Gas Commodity				
Infrequent; As Needed by Departments	Gallon	Liquid Propane Gas (100 lb. tank or less)	\$	Gallon or filled Tank. County department to Deliver/Pick up at Service Location
Infrequent; As Needed by Departments	Gallon	Liquid Propane Gas (101 lb. tank or greater)	\$	Gallon or filled Tank. Vendor to service county department at all locations
New or Replacement Tank(s)				
Infrequent; As Needed by Departments	EA	20 lb. tank (consumer grilling LP tank)	\$	
Infrequent; As Needed by Departments	EA	300 gallons above ground tank	\$	
Infrequent; As Needed by Departments	EA	500 gallons above ground tank	\$	
Infrequent; As Needed by Departments	EA	1,000 gallons above ground tank	\$	
Infrequent; As Needed by Departments	EA	Discount Rate off any Acetylene Cylinder purchase not outlined above	%	

Itemized Propane Gas Usage by Department

Department	Location Address	Cylinder/Tank Size(s)	Estimated Annual Usage	Price Per Unit of Measure	Total
<i>EXAMPLE</i>	<i>EXAMPLE</i>	<i>1 Ea.; 500 gallons</i>	<i>1,000 gallons</i>	<i>\$ 0.25/gallon</i>	<i>1,000 * 0.25 = \$250.00</i>
Emergency Communications – Radio Shop	1355 S 383rd St. W. Cheney, KS 67025	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)	\$	\$
Emergency Communications – Radio Shop	17500 W. 71st S. Viola, KS 67149 (Clonmel Yard)	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)	\$	\$
Emergency Communications – Radio Shop	2501 S. 231st ST. W. Goddard, KS 67052 (23rd S and 231st W)	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)	\$	\$
Emergency Communications – Radio Shop	10270 S. 127th St. E. Derby, KS 67037 (E 95th S and 127th E then South ¾ mile)	1 Ea.; 1,000 gallons	Infrequent; As Needed (25 gallons)	\$	\$
Parks	Lake Afton 24600 W 39th S Goddard, KS 67052	3 Ea; 1,000 gallons	4,000 gallons	\$	\$
		5 Ea; 500 gallons			
		1 Ea.; 200 gallons			
Parks	Sedgwick County Park 6501 W 21st St N Wichita, KS 67205	1 Ea.; 1,000 gallons	1,300 gallons	\$	\$
		3 Ea.; 500 gallons			
Sedgwick County Fire District 1	Fire Station 39 3610 S. 263rd St. West Garden Plain, KS 67050	1 Ea.; 1,000 gallons	3,000 gallons	\$	\$
Sedgwick County Sheriff's Office	Shooting Range 24532 W 39th St. S. Goddard, KS 67052	1 Ea.; 500 gallons	2,200 gallons*	\$	\$