

KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

AGENDA STAFF REPORT

AGENDA DATE: November 21, 2017

ACTION REQUESTED: Approve a Notice of Call for sealed bids to furnish Petroleum and Lubricant Products for Calendar Year 2018.

BACKGROUND: Annually, Kittitas County Public Works goes out to bid for the furnishing of Petroleum and Lubricant Products in accordance with specifications. The first Call for Bids ended in all bids being rejected due to errors in bidding and pricing.
Bids are scheduled to be opened on December 8, 2017, at 2:00 p.m. in the Public Works Department.

INTERACTION: Public Works

RECOMMENDATION: Move to approve Notice of Call for Sealed Bids to furnish Petroleum and Lubricant Products for 2018 and direct staff to advertise as requested.

HANDLING: Return one (1) copy to Public Works

ATTACHMENTS: Notice of Call for Bids

LEAD STAFF: Mark Cook
Director of Public Works

Public Notice

Kittitas County, Ellensburg WA

This call for sealed bids is to furnish Petroleum and Lubricant Products for Calendar Year 2018. Bids are due by December 8, 2017 at 2:00 pm, at which time bids will no longer be accepted. Bids will be opened at Kittitas County Public Works, 411 North Ruby Street, Suite 1, Ellensburg, WA on December 8, 2017 at 2:00 pm.

Specifications may be seen at the office of the Board of Commissioners and online at <http://www.co.kittitas.wa.us/notices/>.

Clerk of the Board

Publish:

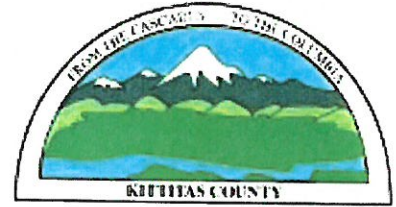
Daily Record: 11/24/17; 12/1/17

For more information, contact Public Works

All bid submittals shall become the property of Kittitas County.

Kittitas County reserves the right to reject all bids and re-advertise if necessary.

KITTITAS COUNTY DEPARTMENT
OF PUBLIC WORKS



REQUEST FOR BIDS

PRODUCT: PETROLEUM & LUBRICANT PRODUCTS

FOR YEAR: 2018

BIDS DUE: December 8, 2017 @ 2:00 PM

RETURN BID PROPOSALS TO:

KITTITAS COUNTY PUBLIC WORKS
411 N. RUBY, STE. #1
ELLENSBURG, WA 98926
(509) 962-7523

PROPOSAL

The Board of County Commissioners
Kittitas County Courthouse, Room 110
Ellensburg, WA 98926

Honorable Chairman and Members:

The undersigned hereby certifies he has thoroughly examined and understands the specifications as set forth for this bid of furnishing fuel by a card lock system and/or lubricants for 2018. He further certifies he understands the type and quality of materials to be furnished, the conditions under which availability/delivery is to be made and the method of payment.

We certify we have not entered into any agreement of any nature whatever to fix, maintain, increase or reduce the prices or competition regarding the products covered by this bid invitation, or perform any acts which could have a similar effect.

Additional information to be furnished (these answers may be the basis for bid rejection).

FUEL BIDDERS - Schedule "A" and Schedule "B"

- | | | |
|----|---|--------------|
| 1. | Brand name of gas offered _____ | Diesel _____ |
| 2. | Mfr. of gas offered _____ | Diesel _____ |
| 3. | Min. octane of reg. Gas _____ | Diesel _____ |
| 4. | Address of plant where card lock system is installed: | |

_____ (Lower County)

_____ (Upper County)

LUBRICANT BIDDERS - Schedule "C"

- | | |
|----|-----------------------------------|
| 5. | Brand name of oil offered _____ |
| 6. | Manufacturer of oil offered _____ |

DATED this ____ day of _____, 2017.

Signature of Authorized Official

Firm

Address

City/State/Zip

Telephone:

**BID DOCUMENTS
FUEL AND/OR LUBRICANTS FOR THE YEAR 2018**

SPECIAL PROVISIONS

BIDS:

Sealed bids for furnishing gasoline, diesel fuel, fuel oil and lubricating oil for the calendar year of 2018 will be received by the Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington, **until 2:00 p.m., December 8, 2017**, to be opened and publicly read aloud in the Kittitas County Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington. Each bid to be considered must be submitted on forms furnished by the Kittitas County Department of Public Works, and must be sealed in an envelope with the name of the bidder written plainly on the outside of the envelope and marked "**BID FOR FUEL/LUBRICANTS FOR 2018**". Kittitas County and the Kittitas County Public Works Department are not responsible for bids delivered late by the U.S. Postal Service. It is the responsibility of the Bidder to be sure the bids, if mailed, are sent sufficiently ahead of time to be received by the opening date and time.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the County's best interest, and to accept the proposal deemed best for the County or to advertise for new proposals when in the opinion of the Kittitas County Board of Commissioners the best interest of the County will be promoted thereby.

CONDITIONS OF AWARD:

The awards made will be for furnishing bid items for the period of January 1, 2018 through December 31, 2018. The Kittitas County Board of Commissioners reserves the right to purchase from suppliers other than the successful bidder, if for any reason the successful bidder is unable to promptly furnish supplies of quantities satisfactory to Kittitas County's requirements.

FORM OF CONTRACT:

The successful bidder shall be required to enter into formal contract; however, in the absence of such requirements, it is agreed by the bidder that his bid submitted, together with "Notice of Award" issued by Kittitas County, will together constitute a contract fully binding upon both parties thereto.

COMPLIANCE WITH LAWS:

The successful bidder shall comply with all applicable federal, state and local laws, rules and regulations affecting its performance and hold the County harmless against any claims arising from the violation thereof. Including but not limited to the Revised Code of Washington, Washington Administrative Code, and Internal Revenue Service laws and regulations.

CONTRACT DISPUTES:

Any contractual agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Kittitas County, Washington.

DEFAULT:

The Vendor agrees that if a lawsuit is instituted by the County for any default on the part of the Vendor, and the Vendor is adjudged to be in default, the Vendor shall pay to the County all costs and expenses incurred by the County in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Kittitas, Washington.

INDEMNIFICATION:

To the maximum extent permitted by law, the Vendor shall be liable for and shall hold the County harmless from all damages and injuries caused to persons or property arising out of the performance of this Contract. The Vendor agrees to assume the defense of the County and its officers and employees in all legal proceedings or claims with third parties connected with the Vendor's performance under this Contract, to pay all expenses, including reasonable attorney's fees incurred directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.

PERSONAL LIABILITY:

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the County be in any way liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement or representation made herein or in any connection with this agreement.

POSTED PRICES:

The prices which Kittitas County will pay for fuel and lubricants hereunder will be the prices set forth on the supplied bid sheet. The prices may vary up or down in direct relation to the bidders' cost from their supplier. Any and all price changes must be justified through the Oil Price Information Service (O.P.I.S.), Pads 4-5 using Seattle, Washington as the referenced city.

During the life of this contract, the price difference (Seattle rack price versus the bid price) shall be the same for the corresponding week as indicated on Pad 4-5 of the Oil Price Information Service.

TAX PROVISIONS:

Kittitas County is exempt from Federal Fuel Taxes. Kittitas County is subject to Motor Vehicle Fuel Tax (RCW 82.36). Kittitas County is exempt from Special Fuel Tax (RCW 82.38 & 70.149). In the event of any increase or decrease in the present taxes during the contract period, contract prices shall be increased or decreased accordingly.

CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to have available or deliver any or all of the products included in this proposal in the customary manner when such availability or deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

USE BY OTHER AGENCIES:

The items in this bid are for consumption by Kittitas County and other governmental agencies in Kittitas County if they desire.

Partial list includes the following:

1. Kittitas County Airport
2. Kittitas County Fair Board
3. Kittitas County Fire Districts
4. Kittitas County Reclamation District
5. Kittitas County School Districts
6. Kittitas County Sheriff
7. Kittitas County Noxious Weed
8. Kittitas County Public Utility District
9. Cascade Irrigation District
10. City of Cle Elum
11. City of Ellensburg
12. City of Kittitas
13. City of Roslyn
14. City of South Cle Elum

INSTRUCTIONS FOR BIDDING:

Bid Sheet - Fuel - Lower County, Schedule "A" - Kittitas County
Bid Sheet - Fuel - Upper County, Schedule "B" - Kittitas County
Bid Sheet - Lubricants, Schedule "C" - Kittitas County

Questions on the proposal sheet must be answered in full. These answers will be taken into consideration when awarding bids.

In case of errors in extensions and totals, the written unit bid price shall govern.

METHOD OF BILLING:

The County and other agencies shall receive fuel flowage records each Monday for the proceeding week's card lock purchases. All card lock purchases shall record the following information at the time of purchase:

1. Fuel type;
2. Equipment identification number (4 digits);
3. Current odometer reading;
4. Fuel quantity purchased;
5. Current cost of fuel per gallon; and
6. Total purchase/cost.

The County and other agencies shall receive all weekly billings through the contractor's central accounting office according to the terms of this contract. A copy of the Fuel Bid Weekly Pad Price Calculation Worksheet and Seattle rack prices corresponding to the billing period shall be attached to all invoices. **In addition, the successful bidder must submit a worksheet showing pad prices and all taxes.**

MONTHLY PAYMENTS:

Payment will be made on or about the 10th and 30th of the month following receipt of the invoicing, providing the invoicing is received by the Department of Public Works not later than the 1st and 15th of the month.

BID ITEM QUANTITIES:

The quantities of material listed on the attached bid sheets are for bidding purposes only. Kittitas County does not guarantee quantities shown will be purchased. It is offered to provide the Company with an estimate of demand. The Company shall make such revisions in their work as necessary to accommodate changes in the demand without additional compensation.

OPTION OF THE COUNTY:

In the event the low bidder does not submit a firm one-price low bid for the entire year of 2018, and further, in the event the County accepts such a bid, the County shall not be obligated to purchase from said bidder in the event the bidder raises the original low price. At the time the price is raised, the County shall have the option to either purchase from the bidder or to purchase on the open market.

LOCATION OF FUELING FACILITIES:

Preference may be given to those vendors submitting bids that have fueling facilities located within a two mile radius of the lower county shop located at 14th Street and Okanogan Street, Ellensburg, Washington, and the upper county shop located at Third and Short Streets, Cle Elum, Washington.

ACCESS BY EQUIPMENT:

The card lock fuel facilities for both the upper and lower county must be accessible by equipment 24 hours a day and be able to accommodate equipment nine feet (9') in width, forty-eight feet (48') in length and twelve feet six inches (12'6") in height.

DELIVERY OF LUBRICATING OILS:

Delivery of lubricating oil products for Lower Kittitas County shall be delivered to the County Maintenance Shop, 14th Avenue & Okanogan Street, Ellensburg, Washington within two days of the order.

Delivery of lubricating oil products for Upper Kittitas County shall be delivered to the County Maintenance Shop, Third and Short Streets, Cle Elum, Washington within two days of the order.

In the event the bidder is unable to maintain the minimum requirements, Kittitas County will have the option to purchase fuel from other sources until such time as sufficient quantities are available.

BARRELS RETURNABLE:

When deliveries are made in returnable barrels, the cost of the barrel should be charged at time of billing with a credit to be issued upon return of barrel. The costs of such barrels shall not be reflected in bid price, but shall be shown as a separate item on the proposal form.

Steel drum charges, if any, are not to be included in the price of the product. Also, returnable drums will be charged out at the time of delivery at _____ each and a credit on return at _____ each.

WINTER CONDITIONING OF DIESEL FUEL:

The successful bidder will be responsible for maintaining a winter conditioning of diesel fuel. Bidder to specify schedule of blending:

- ☐ Will blend when temperatures drop to 10 degrees or lower.
- ☐ During the months of Nov. 1 to March 1

SPECIFICATIONS AND GENERAL REQUIREMENTS FOR GASOLINE

Gasoline shall be furnished in one grade known as "unleaded".

The products shall conform to the requirements of the Tentative Specifications for Gasoline of the American Society for Testing Materials, ASTM Designation D439-601 Type F-1 Octane Ratings.

The seasonal variations in volatility and vapor pressure shall be substantially in accordance with the schedule set up for the County of Kittitas as set forth in ASTM specifications above noted.

Bidder shall give the following information relative to each grade of gasoline bid upon in spaces provided:

1. The name of the brand under which the gasoline is offered for sale to the general public:

"UNLEADED" _____

2. The nature of any added substances (if any) other than volatile petroleum hydrocarbon:

"UNLEADED" _____

3. The guaranteed average and minimum octane number of each grade of gasoline:

"UNLEADED": Average _____ Minimum _____

4. The guaranteed average and maximum sulfur content for each grade of gasoline:

"UNLEADED": Average _____ Maximum _____

SPECIFICATIONS AND GENERAL REQUIREMENTS FOR LUBRICATING OILS

Lubricating oils offered in this proposal shall be the bidder's first quality oils under the respective classifications complying with these specifications and entirely suitable for the lubrication of internal combustion engines.

A. Products shall be furnished in all available SAE weights and the viscosity of each grade shall conform to the SAE requirements.

B. The quality for each classification shall be as designated by the New American Petroleum Institute Engine Service Classification System as follows:

Service SD Severe Service
Service SB Medium Service
Service SA Light Service

In the case of Diesel Engines:

Service CJ Extremely Severe Service
Service CA Normal Service
Service CC Severe Service

C. Multi-purpose automotive oil bid on Page No. 12 - Lubricants Schedule "D" Items No. D-1, D-2 and D-5, must meet the following specifications.

1. Product must meet API New Service Class CF-4, CG-4 and CH-4 for light and heavy duty gasoline and diesel engine service.
2. Must be available in all grades SAE 10 through SAE 50.
3. All grades must meet minimum viscosity index of 85.
4. Must have a maximum sulfated ash content of 1.0%.
5. Caterpillar Super Lubricants, Series 3, MIL-L-45199 B.

Bidders shall list information relative to each grade of lubricating oil, and shall include brand name and any special characteristics

LUBRICANTS - SCHEDULE "C"
2018 LUBRICANTS BID FOR KITTITAS COUNTY

NOTE: Show unit price both in writing and figures, also show extensions and totals.
 In case of errors in extensions and totals, the unit bid price shall govern.

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	PRICES PER UNIT SHOW IN FIGURES <u>AND</u> IN WRITING	TOTAL AMOUNT
C-1	400 GALLONS	Motor Oil, API Service Class CJ-4 or higher, CF4, CC, SE, SD, SF SAE Multi-grade 15-40 55 gallon drums	\$ _____ Per Gallon _____	\$ _____
C-2	600 GALLONS	Motor Oil, API Service Class CJ-4 or higher, CF4, CC, SE, SD, SF SAE Multi-grade 15-40 (BULK DELIVERY)	\$ _____ Per Gallon _____	\$ _____
C-3	700 GALLONS	Tractor Hydraulic Oil, (JD Cat Spec.) 55 gallon drums	\$ _____ Per Gallon _____	\$ _____
C-4	110 GALLONS	Motor Oil, API Service Class CC, SE, SAE-50 55 gallon drums	\$ _____ Per Gallon _____	\$ _____
C-5	1200 Pounds	Universal Gear Lubricant, SAE Grade 80W-90, API Service Class GL-5, 55 Gallon Drum	\$ _____ Per Pound _____	\$ _____
C-6	165 GALLONS	Universal Antifreeze HD ELC - Cummins, CAT and John Deere compatible 55 gallon drums	\$ _____ Per Gallon _____	\$ _____

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	PRICES PER UNIT SHOW IN FIGURES <u>AND</u> IN WRITING	TOTAL AMOUNT
C-7	165 GALLONS	Universal Antifreeze HD ELC – Cummins, CAT and John Deere compatible 1 gallon container(s) 50/50	\$ _____ Per Gallon	\$ _____
C-8	360 POUNDS	EP 2 Lithium Based NLGI Red Tacky Water Wash Out ASTM D1264 at 2% or less 120 lbs. Drum	\$ _____ Per Pound	\$ _____
C-9	210 TUBES	EP 2 Lithium Based NLGI Red Tacky Water Wash Out ASTM D1264 at 2% or less 14 oz. Grease Tubes	\$ _____ Per Tube	\$ _____
C-10	110 GALLONS	Delo ELC or Equivalent - 55 Gal. Drum	\$ _____ Per Gallon	\$ _____
C-11	550 GALLONS	DEF Fluid – Tote	\$ _____ Per Gallon	\$ _____
C-12	110 GALLONS	DEF Fluid – 55 Gallon Drum	\$ _____ Per Gallon	\$ _____
C-13	340 GALLONS	DEF Fluid – 2.5 Gallon Container	\$ _____ Per Gallon	\$ _____

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	PRICES PER UNIT SHOW IN FIGURES <u>AND</u> IN WRITING	TOTAL AMOUNT
			TOTAL SCHEDULE "C"	\$
			WA. ST. SALES TAX _____ %	\$
			TOTAL SCHEDULE "C" BID AMOUNT	\$

2018 PETROLEUM BID - SCH. 'A' Ellensburg Area									
Vendor Bid:									
APPLICABLE TAXES AS OF:		7-Nov-2017		NOTE - VENDOR IS RESPONSIBLE FOR ALL CURRENT TAX RATES APPLICABLE TO KITTITAS COUNTY. ANY CHANGES TO TAX RATES SHOULD BE NOTED AND SUPPORTED WITH CURRENT TAX RULE.					
OPIS PAD - WEEK OF:				CURR. APPLICABLE TAXES		EXAMPLE		FUEL BRAND:	
						Unleaded		Ethanol Free Mid Unleaded Ethanol Free Prem. Unleaded	
OPIS Pad							\$ 1.0000		
WA ST Pollution Hazard Tax			0.7000%				\$ 0.0070		
PPT - Wa Petrol Product Tax. Suspended eff. 7/1/17			0.0000%						
Federal Excise Tax -			EXEMPT				EXEMPT		
Fed. LUST Tax \$0.001 Per Gal		\$	0.0010				\$ 0.0010		
FOST - Fed Oil Spill Tax Blended Fuel - Per Gal.		\$	0.0017				\$ 0.0017		
FOST - Fed Oil Spill Tax effective 1/1/17 - Per Gal.		\$	0.0021375				\$ 0.0021		
Wa MVFT (Gas Tax Per Gal)		\$	0.4940				\$ 0.4940		
Other:									
PROFIT MARGIN - BID:		\$	-				\$ 0.1800		
Subtotal							\$ 1.6858		
WSST - KITTITAS CO.			GAS - EXEMPT				GAS - EXEMPT		
Total							\$ 1.6858		
EXAMPLE Diesel No. 2 Low Sulfur									
DIESEL FUEL #2							\$1.0000		
WA ST Pollution Hazard Tax			0.7000%				0.0070		
Federal Excise Tax -			EXEMPT				EXEMPT		
Fed. LUST Tax \$0.001 Per Gal		\$	0.0010				\$ 0.0010		
PPT - Wa Petrol Product Tax. Suspended eff. 7/1/17			0.0000%				0.0000		
FOST - Fed Oil Spill Tax effective 1/1/17 - Per Gal.		\$	0.0021375				\$ 0.0021		
Wa MVFT (Gas Tax Per Gal)			DIESEL - EXEMPT				DIESEL - EXEMPT		
Other:									
PROFIT MARGIN - BID:		\$	-				\$ 0.1800		
Subtotal							\$ 1.1901		
WSST - CITY OF ELLENSBURG			8.2000%				0.0976		
Total							\$ 1.2877		

2018 PETROLEUM BID - SCH. 'B' Cle Elum Area									
Vendor Bid:									
APPLICABLE TAXES AS OF:		7-Nov-2017	NOTE - VENDOR IS RESPONSIBLE FOR ALL CURRENT TAX RATES APPLICABLE TO KITTITAS COUNTY. ANY CHANGES TO TAX RATES SHOULD BE NOTED AND SUPPORTED WITH CURRENT TAX RULE.						
OPIS PAD - WEEK OF:									
	CURR. APPLICABLE TAXES	EXAMPLE	FUEL BRAND:			FUEL BRAND:			
			Unleaded	Mid Unleaded	Prem. Unleaded	Unleaded	Ethanol Free Unleaded	Ethanol Free Mid Unleaded	Ethanol Free Prem. Unleaded
OPIS Pad		\$ 1.0000							
WA ST Pollution Hazard Tax	0.7000%	\$ 0.0070							
PPT - Wa Petrol Product Tax. Suspended eff. 7/1/17	0.0000%	\$							
Federal Excise Tax -	EXEMPT	EXEMPT							
Fed. LUST Tax \$0.001 Per Gal	\$ 0.0010	\$ 0.0010							
FOST - Fed Oil Spill Tax Blended Fuel - Per Gal.	\$ 0.0017	\$ 0.0017							
FOST - Fed Oil Spill Tax effective 1/1/17 - Per Gal.	\$ 0.0021375	\$ 0.0021							
Wa MVFT (Gas Tax Per Gal)	\$ 0.4940	\$ 0.4940							
Other:									
PROFIT MARGIN - BID:	\$ -	\$ 0.1800							
Subtotal		\$ 1.6858							
WSST - KITTITAS CO.	GAS - EXEMPT								
Total		\$ 1.6858							
EXAMPLE Diesel No. 2 Low Sulfur									
DIESEL FUEL #2		\$1.0000							
WA ST Pollution Hazard Tax	0.7000%	0.0070							
Federal Excise Tax -	EXEMPT	EXEMPT							
Fed. LUST Tax \$0.001 Per Gal	\$ 0.0010	\$ 0.0010							
PPT - Wa Petrol Product Tax. Suspended eff. 7/1/17	0.0000%	0.0000							
FOST - Fed Oil Spill Tax effective 1/1/17 - Per Gal.	\$ 0.0021375	\$ 0.0021							
Wa MVFT (Gas Tax Per Gal)	DIESEL - EXEMPT	DIESEL - EXEMPT							
Other:									
PROFIT MARGIN - BID:	\$ -	0.1800							
Subtotal		\$ 1.1901							
WSST - KITTITAS CO.	8.0000%	0.0952							
Total		\$ 1.2853							