KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS

FURNISHING OF FUEL FOR THE YEAR 2027

BIDS DUE: NOVEMBER 19, 2026 @ 2:00 PM

RETURN BID PROPOSALS TO: KITTITAS COUNTY PUBLIC WORKS
411 NORTH RUBY STREET, SUITE 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 for 2027. 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. Mftr. 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)

DATED this _____ day of _____, 2026.

_____
Signature of Authorized Official

_____
Firm

_____
Address

_____
City/State/Zip

Telephone: _____

BID DOCUMENTS

FUEL FOR THE YEAR 2027

SPECIAL PROVISIONS

BIDS:

Sealed bids for furnishing gasoline, diesel fuel, fuel oil for the Calendar Year of 2027 will be received by the Department of Public Works, 411 N. Ruby, Suite #1, Ellensburg, Washington, **until 2:00 p.m., November 19, 2026**, 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 FOR 2027**". 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.

PREPARATION OF PROPOSAL:

All prices shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents. The Proposal shall include:

A unit price for each item (omitting digits more than two places to the right of the decimal point).

CONDITIONS OF AWARD:

The awards made will be for furnishing bid items for the period of January 1, 2027, through December 31,2027. 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 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

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. Fuel flowage records for the county will also be sent via email as a CSV file, in accordance with the Fleet Management System Vendor's requirements. 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. **Kittitas County Public Works reserves the right to audit OPIS pricing compliance at our discretion.**

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 2026, 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 51 No.5 Mine Road, 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.

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 can be furnished as Regular Unleaded, Unleaded Plus, Super Unleaded & Ethanol Free 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:

   _____

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

   _____

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

REGULAR UNLEADED:	Average_____	Minimum_____
PLUS UNLEADED:	Average_____	Minimum_____
E10 SUPER UNLEADED:	Average_____	Minimum_____
ETHANOL FREE REG.:	Average_____	Minimum_____

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

REGULAR UNLEADED:	Average_____	Minimum_____
PLUS UNLEADED:	Average_____	Minimum_____
E10 SUPER UNLEADED:	Average_____	Minimum_____
ETHANOL FREE REG.:	Average_____	Minimum_____

KITTITAS COUNTY PUBLIC WORKS 2027 FUEL BIDDING SHEET:

Bidding will be for both Kittitas County's Lower County (Schedule "A") and Upper County (Schedule "B") Locations

Bid for Schedule "A" Lower County Locations

Fuel Type:		Regular	Plus	Super	Diesel	Ethanol Free Regular
Profit Margin: To include all bidder's possible Federal and State spill and/or hazard taxes*						
WA State Road Tax	$0.565	$0.565	$0.565	$0.565	exempt	$0.565
City of Ellensburg Sales Tax	8.60%	exempt	exempt	exempt	8.60%	exempt

***Base price to be on the weekly OPIS pricing on the first day of the Invoice Period: Please provide whose gross line will be referenced: example: BP, Tesoro, 1-10, etc.**

Kittitas County Public Works reserves the right to audit OPIS pricing compliance at our discretion.

Bid for Schedule "B" Upper County Locations

Fuel Type:		Regular	Plus	Super	Diesel	Ethanol Free Regular
Profit Margin: To include all bidder's possible Federal and State spill and/or hazard taxes*						
WA State Road Tax	$0.565	$0.565	$0.565	$0.565	exempt	$0.565
City of Cle Elum Sales Tax	8.50%	exempt	exempt	exempt	8.50%	exempt

***Base price to be on the weekly OPIS pricing on the first day of the Invoice Period: Please provide whose gross line will be referenced: example: BP, Tesoro, 1-10, etc.**

Kittitas County Public Works reserves the right to audit OPIS pricing compliance at our discretion.

Price per Gallon Calculation Example						
*OPIS Base Price:		$2.3899	$2.7186	$2.8611	$2.2646	$2.6700
Profit Margin:		$0.2600	$0.2600	$0.2600	$0.2900	$0.2600
WA State Road Tax:		$0.565	$0.565	$0.565	exempt	$0.565
Base Cost:		$3.215	$3.544	$3.686	$2.555	$3.495
City of Ellensburg Sales Tax	8.60%	exempt	exempt	exempt	$0.220	exempt
City of Ellensburg Price per Gallon:		$3.215	$3.544	$3.686	$2.774	$3.495
City of Cle Elum Sales Tax	8.50%	exempt	exempt	exempt	$0.217	exempt
City of Cle Elum Price Per Gallon:		$3.215	$3.544	$3.686	$2.772	$3.495

*** All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents.**
The Proposal shall include: A unit price for each item (omitting digits more than two places to the right of the decimal point).