

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS
CB 17-04

PROPOSALS FOR: REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

BIDS RECEIVED: THURSDAY, FEBRUARY 23, 2017 AT 10:30 A.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, FEBRUARY 23, 2017 AT 11:00 A.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY ROAD DEPARTMENT, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you will provide the articles specified below. Unsigned bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - REFINED PETROLEUM PRODUCTS", and delivered to Benton County Road Department at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter into formal contract substantially similar to Exhibit A attached.

4. CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to deliver any or all the products included in this proposal in the customary manner when such 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.

5. TAXES:

It is understood that prices quoted on this bid shall be exclusive of Federal Taxes (Benton County will furnish an exemption certificate as required), but inclusive of other State taxes and fees. See Section 11 entitled "TAX PROVISIONS" for further information on what taxes shall be included in bid prices. In the event of any increase or decrease in the taxes and fees listed in Section 11. during the contract period, contract prices shall be increased or decreased accordingly. Washington State Sales Tax shall not be included in prices quoted on proposal but will be paid by Benton County on all applicable products at time of purchase.

6. BASIS OF AWARD:

In determining award of contract, the Board of County Commissioners will take into consideration the specifications and quality of products offered, the location of bidder's facility for distribution and prices quoted herein.

7. TIME OF ACCEPTANCE:

Bid submitted shall be for acceptance by the County of Benton within fifteen (15) calendar days from date of bid opening, or as may be further extended by the County of Benton with the consent of the bidder.

8. PERIOD OF CONTRACT:

This contract shall be for a period of one (1) year, commencing the 1st day of April 2017 and terminating on the 31st day of March 2018.

9. SCOPE:

This Bid Proposal is for the purchase of Ultra Low Sulfur No. 2 Dyed Diesel Fuel with lubricity. The Fuel will be purchased in tanker truck quantities. The following is a list of the Fuel that will be included in this bid as a mandatory item and an estimate of quarterly usage:

FUEL TYPE

ESTIMATE

ULTRA LOW SULFUR NO. 2 DYED
DIESEL FUEL WITH LUBRICITY 12,000 Gallons

The volume figures listed above and on the Bid Proposal represent an average quarterly usage and are offered for supplier internal planning only, and should not be considered for guaranteed usage.

All bulk products delivered by the Vendor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other harmful petroleum products or contaminants. In case of damage directly traceable to contamination, the Vendor shall be responsible for all costs incurred.

9. REQUIREMENTS:

a. All bidders must indicate whether they are a:

Manufacturer _____ or a Dealer/Distributor _____.

b. All dealer/distributors shall state the name of one (1) manufacturer who will be their major source of supply and price adjustment reference city (Seattle, Spokane, Portland, or Pasco) FOR FUEL TYPE:

<u>FUEL TYPE</u>	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>
ULTRA LOW SULPHUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY	_____	_____

c. All products are required to meet both Federal and State Environmental Protection Agency (EPA) Guidelines.

10. PRICING, PRICE ESCALATION - FUEL:

a. Because fuel pricing fluctuates from one day to another, the Oil Price Index Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and the **OPIS PADD 4/5 Report** rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid as non-responsive. The successful bidder will be required to maintain his own subscription to OPIS in order to correctly calculate contract fuel prices.

b. Bidder shall specify his major supplier (see Section 9, "REQUIREMENTS" and the Bid Proposal) and the price adjustment reference city - (Seattle, Spokane, Portland, or Pasco) to be used for contract price adjustments, on Bid Proposal. Only one supplier and one reference city may be specified by each bidder for each product. If OPIS does not list one

or more specified supplier product prices for a reference city, the listed average price for that city will be used.

- c. The listed price for "ULS No. 2" fuel shall be used to reference changes in contract prices for Ultra Low Sulfur No. 2 diesel fuel.
- d. If it appears that an error has occurred in any OPIS issue, the Benton County Engineer's Office shall contact the publisher for clarification.
- e. A copy of the OPIS fuel report for day of delivery must be included with each invoice at time of billing.

11. TAX PROVISIONS:

The price for ULS No. 2 Dyed Diesel Fuel with lubricity **SHALL INCLUDE:**

Washington Spill Response	_____ %	as required
Washington Hazardous Substance Tax	_____ %	
Federal LUST Fees	\$ _____	per gallon
Federal Oil Spill Recovery Fees	\$ _____	per gallon

The price for ULS No. 2 Dyed Diesel Fuel with lubricity **SHALL NOT INCLUDE:**

- Federal Motor Fuel Tax
- Washington Diesel Excise Tax
- Washington State Sales Tax
- Washington Petroleum Products Tax

12. DELIVERY TIMES, LOCATIONS, AND AMOUNTS:

- a. All deliveries shall be made between, 7:30 a.m. and 2:00 p.m., Monday through Friday, except Holidays, unless otherwise permitted by the County Road Department.
- b. The Contractor(s) shall make deliveries within two (2) business days after receipt of each order to the following delivery points:

Benton County Road Dept.
14303 N. Hinzerling Road
Prosser, WA 99350

Benton County Road Dept.
102808 Wisner Parkway
Kennewick, WA 99338

- c. Each fuel order will be made by Benton County Road Department with a Purchase Order.
- d. At the present time Benton County has one (1) 5,000 Gallon above ground storage tank at each location.

- e. The delivery vehicle shall be equipped with all required equipment and adaptors necessary to pump the fuel product into the County owned above ground fuel storage tanks.
- f. The delivery vehicle shall be equipped with a metering device that is certified by the Washington State Department of Agriculture's Weights and Measures Program that accurately measures the liquid off-loaded in US Gallons to 1/10 of a gallon. The County reserves the right to request that the Vendor supply a certification document. The total number of gallons delivered shall be "meter-stamped" onto the bill of lading or delivery slip. The County reserves the right to reject the delivery and terminate the contract if the Vendor fails to use the required metering device to off-load fuel.

13. SPECIFICATIONS AND GENERAL REQUIREMENTS FOR DIESEL AND GASOLINE:

The guaranteed average and maximum Sulfur Content in "Ultra Low Sulfur Dyed Diesel" Grade No. 2 with lubricity:

Average _____

Maximum _____

<p>Approved as to form:</p> <p></p> <hr/> <p>Deputy Prosecuting Attorney</p> <p>Date: <u>1/26/2017</u></p>

EXHIBIT A

**SUPPLY CONTRACT
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL**

2017

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and _____, hereinafter called “the Contractor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor those refined petroleum products described and set forth in the “Proposal for Furnishing Refined Petroleum Products – Bulk Diesel Fuel” to the County of Benton (including Contractor’s proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor’s proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor’s price to the County as set forth in the Contractor’s proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contacting the Contractor’s major supplier.

III. The Contractor agrees to deliver to the County such refined petroleum products at such locations within the County, at such times and in such quantities as the County may specify.

IV. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

V. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys’ fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Contractor’s obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but

not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

VI. The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

VII. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease fuel deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any fuel deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

VIII. This agreement expires March 31, 2018.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

by: _____

Title: _____

COUNTY OF BENTON:

by: _____

Chairman, Board of Benton
County Commissioners

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Date _____