



Invitation to Bid

Fuel 2023

November 18, 2022

Atchison County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from qualified vendors to provide fuel for the County's annual requirements. Carefully review this Invitation to Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit your sealed bid to:

**Atchison County Clerk
423 N. Fifth St.
Atchison, KS 66002**

Bids are due NO LATER THAN **December 5, 2022, at 5:00 P.M.** Delivered responses should be sealed and clearly labeled "**Atchison County 2023 Fuel**". Electronic bid responses, late bid responses or incomplete bid responses will not be accepted and will not receive consideration for final award. Bid responses will be acknowledged and read into record at bid opening which will occur at the regularly scheduled Board of County Commissioners Meeting on **December 6, 2022, at 1:00 P.M.**

Fuel to be supplied:

Road and Bridge Department, Noxious Weed, County Lake
613 South 22nd Street, Atchison, KS 66002

15,000 gallons 87 Octane E10 unleaded gasoline
30,000 gallons clear diesel fuel
20,000 gallons dyed diesel fuel

Atchison County EMS
613 South 22nd Street, Atchison, KS 66002,
506 Howard Street, Effingham, KS 66023

6,325 gallons 87 Octane E10 unleaded gasoline
6,325 gallons clear diesel fuel

Atchison County Transfer Station
8575 Neosho Road, Atchison, KS 66002

4,500 gallons dyed diesel fuel

BID CONDITIONS:

In submitting a response to this Invitation to Bid, vendors hereby understand and agree to the following:

1. Within ten (10) days following execution of an agreement to purchase, the County will pay the full contract amount.
2. The Vendor shall make delivery of the product as requested by County. All deliveries shall be made within 48 hours after the order is placed. If deliveries cannot be made within the needed time requirement, the County reserves the right to purchase fuel on the open or spot market, at Vendor's expense.
3. Fuel deliveries will be made to various points throughout Atchison County as designated, to include the following:
 - Atchison County Road and Bridge Department, 613 South 22nd Street, Atchison, KS 66002,
 - Effingham Transfer Station, 9603 U.S. Highway 159, Effingham, KS 66023
 - Atchison Transfer Station, 8575 Neosho Road, Atchison, KS 66002
 - Atchison County EMS Station 2, 506 Howard Street, Effingham, KS 66023
4. While the fuel is expected to be delivered during the 2023 calendar year, the county reserves the right to demand delivery through the end of 2024.
5. The vendor will be responsible for any damage to County's fuel supply lines that are caused as a result of fuel delivery.
6. At the request of County, Vendor shall provide Diesel Fuel containing additives for Winter Use.
7. The Vendor shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental spill. No County employee may authorize an over fill. Tanks will only be filled to 90% of their capacity. In case of a spill or over fill, the firm's employee shall immediately verbally notify a County employee at the site and call the superintendent, 913-804-6120. In addition, a written follow-up root cause investigation report shall be delivered to County within 48 hours. This report shall contain preventative measures implemented to avoid such events in the future.
8. In the event of an error resulting in fuel being pumped into the wrong tank (e.g. diesel into 87 Octane E10 unleaded gasoline tank) it will be the responsibility of

the Vendor to immediately remediate the problem, including repair of any damaged equipment.

9. Vendor, where applicable, will provide a Material Safety Data Sheet.
10. All fuel products shall be guaranteed against causing any damage to equipment resulting from proper use of the product.
11. All fuel delivered shall be free of water, suspended matter and strong obnoxious odors and shall meet the standards as per ASTM D439-83 and all other recognized minimum standards. All fuel shall be treated with an additive that meets or exceeds the Federal EPA regulations for inlet valve deposit and port fuel injectors.
12. Vendor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County's workers' compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to contractor.
13. Atchison County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Atchison County.
14. Alternate bids (two or more bids submitted) will be considered for an award. Atchison County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
15. Bids may not be withdrawn for a period of 30 days immediately following the opening of this Request for Bid.
16. Prices for 87 Octane E10 unleaded gasoline and clear diesel fuel shall include Kansas state motor fuel tax with no applicable federal tax. Prices for dyed diesel fuel shall not include any applicable state or federal tax.
17. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature

or kind whatsoever.

18. Each bidder is informed that portions (potentially all) of their bid may become public record at any time after receipt of bids. All confidential or proprietary information should be clearly denoted in bid responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.
19. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
20. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
21. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
22. It will be understood that any bid and any and/or all referencing information submitted in response to this Invitation to Bid will become the property of Atchison County, and will not be returned. As a governmental entity, Atchison County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
23. Atchison County will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation to Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Atchison County and/or its representatives. Further, Atchison County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
24. Each bidder certifies that he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or

retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Atchison County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.



2023 FUEL BID FORM

NAME AND ADDRESS OF BIDDER:

PERSON AUTHORIZED TO BID:

The undersigned hereby certifies that he or she is authorized to execute this document on behalf of the Bidder, has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation to Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation to Bid documents.

BIDDING AGENT

Bid: Atchison County Departments Totals

PURCHASE PRICE- 36,325 gallons CLEAR diesel fuel

Clear diesel fuel (Regular Blend) \$ _____ per gallon

(Winter Blend 70/30) - Surcharge \$ _____ per gallon

PURCHASE PRICE- 24,500 gallons DYED diesel

Dyed diesel fuel (Regular Blend) \$ _____ per gallon

(Winter Blend 70/30) - Surcharge \$ _____ per gallon

PURCHASE PRICE- 21,325 gallons Unleaded: \$ _____ per gallon