



## Kittitas Reclamation District

P.O. Box 276

Ellensburg, WA 98926

Phone: (509) 925-6158 Fax: (509) 925-7425

# INVITATION TO BID PETROLEUM PRODUCTS

**SUBMISSION DEADLINE:** December 11, 2020 at 2:00 P.M.

Kittitas Reclamation District

315 N Water St

Ellensburg, WA 98926

**PURCHASING CONTACT:** Kevin Eslinger, Assistant Manager

Phone: 509-925-6158

Email: [kevin@krdistrict.org](mailto:kevin@krdistrict.org)

\*Reference bid title in subject line of all emails.

The Kittitas Reclamation District (KRD) will receive sealed bids for the items and services listed herein. You are invited to submit a sealed bid, subject to the terms, conditions, instructions and specifications of this invitation to bid. Please read instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

**PROPOSAL**

Kittitas Reclamation District  
PO Box 276; 315 N Water St.  
Ellensburg, WA 98926

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 lubricant for 2021. 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"**

- 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: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

**Kittitas Reclamation District**  
**2021 FUEL BID SPECIFICATIONS**

The Kittitas Reclamation District is accepting bids for the following listed products for the year beginning in January 1<sup>st</sup>, 2021 through December 31<sup>st</sup>, 2021.

**BIDS:**

Sealed bids for furnishing fuel products for the calendar year of 2021 will be received by the Kittitas Reclamation District, 315 N Water St; PO Box 276, Ellensburg, WA 98926, **until 2:00 p.m., December 11, 2020**, to be opened and publicly read aloud in the Kittitas Reclamation District office at that time. Each bid to be considered must be submitted on forms furnished by the Kittitas Reclamation District, 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 2021**". Kittitas Reclamation District is 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 KRD's best interest, and to accept the proposal deemed best for the KRD or to advertise for new proposals when in the opinion of the Kittitas Reclamation District Board of Directors it is in the best interest of the KRD will be promoted thereby.

**CONDITIONS OF AWARD:**

The awards made will be for furnishing bid items for the period of January 1<sup>st</sup>, 2021 through December 31, 2021 with the option to extend the contract for up to three years at the KRD's discretion. The Kittitas Reclamation District 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 Reclamation District'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 Reclamation District, 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 Kittitas Reclamation District 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 Kittitas Reclamation District for any default on the part of the Vendor, and the Vendor is adjudged to be in default, the Vendor shall pay to the Kittitas Reclamation District all costs and expenses incurred by the Kittitas Reclamation District 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 Kittitas Reclamation District 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 Kittitas Reclamation District 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 Kittitas Reclamation District 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 Reclamation District 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 Reclamation District is exempt from Federal Fuel Taxes. Kittitas Reclamation District is subject to Motor Vehicle Fuel Tax (RCW 82.36). Kittitas Reclamation District 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.

**MONTHLY BILLING & PAYMENTS:**

Payment will be made on or about the 10<sup>th</sup> of the month following the receipt for the invoicing, providing the invoicing is received by the Kittitas Reclamation District no later than the 5<sup>th</sup> of the month.

**BID ITEM QUANTITIES:**

The quantities of material listed on the attached bid sheets are for bidding purposes only. Kittitas Reclamation District 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 KITTITAS RECLAMATION DISTRICT:**

In the event the low bidder does not submit a firm one-price low bid for the entire year of 2021, and further, in the event the Kittitas Reclamation District accepts such a bid, the Kittitas Reclamation District 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 Kittitas Reclamation District 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 three-mile radius of the lower county shop located at 313 N Water St, Ellensburg, Washington, and the upper county shop located at 516 S Main St, South Cle Elum, Washington.

**FUEL PRODUCT BIDDING SPECIFICATIONS:**

These 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.

**PRODUCTS AVAILABLE AT THE PUMP:**

- 1) Regular Unleaded
- 2) Ethanol Free Unleaded
- 3) Premium Unleaded
- 4) High Way Diesel
- 5) Off-Road Diesel
- 6) Diesel Exhaust Fluid

**REQUIREMENTS:**

- 1) Fuel will be available from the vendor's place of business using a "Card Lock" system.
- 2) At least one (1) fueling stations must be within a three-mile radius of the Kittitas Reclamation District Maintenance Shop at 313 N Water St, Ellensburg, WA.
- 3) Fuel must be available on a 24-hour basis.
- 4) The fueling station must be able to accommodate all district vehicles/equipment nine feet (9') in width, forty-eight feet (48') length and twelve feet six inches (12'6") in height.
- 5) The fueling stations must be well lit and conducive to vehicle and personal safety and security.
- 6) A plastic- or plastic-coated card will be provided for each district vehicles that will allow access to the fuel pumps.
- 7) The card will be encoded so that the card identifies the vehicles to which it is assigned.
- 8) The card will be coded to provide the following billing information:
  - a. Card Number
  - b. Time and Date of Purchase
  - c. Location of Purchase
  - d. Type of Product Purchased
  - e. Quantity of Product Purchased
  - f. Unit Price
  - g. Total Dollars Purchased.
- 9) Winter Conditioning of Diesel Fuel:
  - a. The successful bidder will be responsible for maintaining a winter conditioning of diesel fuel.

**BIDDING INSTRUCTIONS:**

Questions 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.

- 1) Complete "Schedule A – Fuel and other Products available at the Pump"

**FUEL AND OTHER PRODUCTS AT THE PUMP - SCHEDULE "A"**

**2021 FUEL BID FOR KITITTAS RECLAMATION DISTRICT**  
 COMPLETE ALL QUESTIONS AS APPLICABLE TO THE PRODUCT

ITEM NO.	PRODUCT DESCRIPTION	NAME BRAND UNDER WHICH ITEM IS OFFERED TO GENERAL PUBLIC	NATURE OF ADDED SUBSTANCES?	GUARANTEED AVERAGE AND MINIMUM OCTANE NUMBER OF EACH GRADE OF GASOLINE	PRICE PER GALLON MARGIN
1	UNLEADED GASOLINE			AVG: _____ MIN: _____	\$_____/GAL
2	ETHANOL FREE UNLEADED GASOLINE			AVG: _____ MIN: _____	\$_____/GAL
3	PREMIUM UNLEADED GASOLINE			AVG: _____ MIN: _____	\$_____/GAL
4	HIGH-WAY DIESEL			AVG: _____ MIN: _____	\$_____/GAL
5	OFF-ROAD DIESEL			AVG: _____ MIN: _____	\$_____/GAL
6	DIESEL EXHAUST FLUID				\$_____/GAL