

Outagamie County Pre-Qualification: Bulk Fuel Suppliers
Attachment A – Scope of Service, Specifications and Qualifications

Mandatory Requirements

In order for a fuel provider to be considered for pre-qualification they must comply or agree to the terms below. Check “Yes” or “No” next to each item.

1. Provider shall currently be in the business of providing the fuel requested, or similar fuel, and have done so for the past three (3) years.

_____YES _____NO

2. The quality of all products provided shall meet or exceed the requirements set forth in the latest revisions of the Wisconsin Administrative Code, Chapter Comm 48 Part II for Petroleum Product Specifications and Chapter ATCP 94 (Department of Agriculture, Trade and Consumer Protection), Subchapter II for Petroleum and Other Liquid Fuel Product Specifications. If any changes are made to the Wisconsin Administrative Code for Petroleum Product Specifications or if new state or federal requirements are developed during the pre-qualification term, the county requires that all pre-qualified providers conform to the changes.

_____YES _____NO

3. Provider shall comply with indemnification and insurance requirements set forth in Attachment B. Complete and return Attachment B with your information.

_____YES _____NO

4. Any spills that occur during the delivery are the responsibility of the provider. Wisconsin’s Spill Law is referenced in Wisconsin Statute 292.11.

_____YES _____NO

5. Provider will be held liable for any damages that may occur due to system malfunction or failure as a result of:

- Furnishing a contaminated product
- Furnishing a grade other than specified or authorized
- Furnishing a product without (or with additional) additives specified or authorized

Liability will not only be to the equipment but the provider is also liable for removing the product from the storage tank.

_____YES _____NO

6. The county will request a price per gallon delivered for a particular type of fuel. The provider must reference a price per gallon delivered, the county will not pay any additional surcharges, fees, etc on each order above the price per gallon specified by the provider.

_____YES _____NO

7. Pricing shall include the following taxes/state/federal fees if applicable to the specific order; State Inspection Fee, State Tax, LUST Tax and Federal Oil Spill Recover Fee.

_____YES _____NO

8. Pricing shall not include Federal Excise Tax. The Federal Excise Tax shall be paid by the provider and any applicable refunds/rebates to be claimed must be made by the provider.

_____YES _____NO

9. Deliveries shall include Bill of Lading.

_____YES _____NO

10. All locations will be invoiced separately. Invoicing is not to be combined.

_____YES _____NO

11. Provider agrees to the method of quote requests and delivery as outlined for each department in Section 2.0 of the Pre-Qualification request?

_____YES _____NO

12. The Provider understands that they should not price fuel for a specific day of delivery if they are unable to deliver that day. Failure to deliver fuel on the day is it requested may result in disqualification of your firm from the County's pre-qualification list.

_____YES _____NO

13. The Provider understands by being added to the pre-qualification list of providers, the County expects them to actively provide pricing when requested. During a given calendar month, if a vendor fails to provide a pricing request at least 75% of the time, it may result in disqualification of your firm from the County's pre-qualification list.

_____YES _____NO

14. Will the provider guarantee to service the county in the event of a disaster (either natural or a disaster as deemed by the county), also referred to as emergency fueling? _____YES _____NO

The county's intent is that in the event of a disaster a "command center" be setup at one or all of the Highway garages, the Recycling & Solid Waste Department and the Airport. In addition, the provider would need to deliver fuel to all the Maintenance Department locations. The county would request the provider initiates emergency fueling as soon as four hours but no longer than 12 hours 24 x 7 x 365. The shorter timeframe would be for a more localized disaster during normal business hours where the 12 hours would be for a large scale disaster, or a localized disaster outside the provider's normal business hours. The disaster could include, but not be limited to; adverse weather, fire, utility power outages or train derailment. In addition to fueling the storage tank(s) at the requested location(s), the provider would fuel county owned equipment and vehicles brought to the command center. This equipment would include, but not be limited to; generators, trucks, emergency vehicles and construction equipment.

Provide with your information how you would prioritize service to Outagamie County in the event of a disaster and how fuel would be priced under such circumstances.