CONTRACT AWARD

Date of Award: March 1, 2017

Contract Number: W0001447

Procurement Officer: Kim Sowell
Telephone: (316)978-3784
E-mail Address: kim.sowell@wichita.edu

Item: Unleaded and Diesel Fuel Contract

Department: Wichita State University, Physical Plant
1845 Fairmount, Campus Box 23
Wichita, KS 67260-0038
Attn: Bob Smith
Phone: 316-978-3447
Email: bobby.smith@wichita.edu

Period of Contract: March 1, 2019 through February 28, 2020
With options to renewal automatically for two (2) additional (1)
one year periods.

Contractor: Epps Service Inc.
P.O. Box 40
Elbing, KS 67041

Contact: Matthew Epp
Phone: 316-799-2333
Fax: 316-799-2361
Email: meppz71@yahoo.com

PURPOSE OF CONTRACT:

Provide Fuel as needed to the Physical Plant located at 1845 Fairmount, Wichita, KS 67260 per
the Request for Bid #B0001447 and contractor’s response.

PRICE: Mark up for 89 Octane Unleaded Gasoline E-10 $0.088
Mark up for Off Road Winter Mix Low Sulfur Diesel B2 $0.088
SECTION V
STATEMENT OF WORK

Wichita State University (WSU) is accepting bids to establish a Price Agreement for Unleaded Gasoline and Diesel (Winter Mix).

**Description:** Unleaded Gasoline E10
Specification: 87 Octane Unleaded Gasoline E10-Gasahol
Alternate Specification: 89 Octane Unleaded Gasoline (Purchased only when 87 is not available).

**Description:** Off-Road Winter Mix Low Sulfur Diesel for usage in both Physical Plant and Central Power Plant. (Central Power Plant Emergency Diesel Fuel Delivery is accessible ONLY by a 4000 Gallon Bobtail Truck. Delivery may be required twice a day or more to Central Power Plant if WSU experiences a Natural Gas Shut-Off.
Specification: Low Sulfur Diesel Blend shall be 70% Number 2 Low Sulfur Diesel and 30% Number 1 Low Sulfur Diesel.

**Estimated Years Usage:**
Physical Plant Lead Free Gasoline: 20,000 Gallons
Physical Plant Diesel Fuel (Winter Mix): 8,000 Gallons
Emergency Power Plant Diesel Fuel (Winter Mix): Due to Central Power Plant being on INTERRUPTIBLE NATURAL GAS – this usage cannot be estimated!

NOTE: Successful bidder to provide price verification information for the fuel pulled for Wichita State University. The price verification shall be the 8:00 am average rack price for the day fuel is pulled and will be included with the invoices for Wichita State University.

**Terms and Conditions:**

1. This Price Agreement is established to cover purchases of the above listed fuels by Wichita State University during the Agreement Period of March 1, 2017 through February 28, 2018, with option to extend Price Agreement automatically by mutual consent for four (4) additional one (1) year periods at the same terms and conditions but not beyond February 28, 2022.

2. This Price Agreement may be terminated under the following conditions:
   A. By either party upon forty-five (45) days written notice prior to the expiration of the one (1) year term.
   B. By the Procurement Officer at any time, upon thirty (30) days written notice.
3. Discounts shall be guaranteed for the Price Agreement Period. All Special Conditions or Exceptions must be clearly noted.

4. Purchase Orders will be issued throughout the Agreement Period for quantities and supplies as required. Payment will be made routinely upon receipt of two (2) copies of the vendors invoice to:

   Wichita State University  
   Office of the Physical Plant  
   1845 Fairmount  
   Wichita, Kansas 67260-0023

5. Wichita State University is Tax Exempt by State of Kansas Statute #K.S.A. 79-3606C, Exemption Number KSM1KTU54R, Federal Exempt #003-9999.

6. Any Price Agreement entered into shall be of the open-end type; the Vendor will deliver only such quantities as may be order by him.

7. Deliveries shall be F.O.B. Destination (WSU), Freight Prepaid and Allowed!

8. Deliveries shall be made within the time frame of one (1) day unless notified and acceptable by using department at time of order.

**EMERGENCY SPECIAL SERVICES NOTIFICATION:**
During Natural Gas Shortage Cutoffs the University will require emergency off-road winter mix diesel fuel deliveries daily for the 12,000 gallon capacity emergency reserve tank to continually heat the University. These deliveries will be daily (maybe twice daily) including weekends and holidays as needed as long as the natural gas shortage cutoff exists. The Central Power Plant delivery is accessible only by a 4000 gallon bobtail truck.

9. This Price Agreement shall be Administered by the following Wichita State University Departments:

<table>
<thead>
<tr>
<th>Department</th>
<th>Telephone</th>
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<tbody>
<tr>
<td>Office of Purchasing:</td>
<td>(316) 978-3080</td>
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<tr>
<td>Office of the Physical Plant:</td>
<td>(316) 978-3444</td>
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10. The Provisions found in Contractual Provisions Attachment (DA146a) which are incorporated by reference is attached and will be made a part of this contract.