

County of Gillespie



**Bid Package
for
FUEL - BOBTAIL DELIVERY**

Bid No. 2018.01

November 2017

Gillespie County Auditor
Gillespie County Courthouse
Room 203
101 W. Main, Unit #4
Fredericksburg, Texas 78624
(830) 997-6777

Gillespie County, Texas

Invitation for Bid

Return Bid To:

Gillespie County Auditor
Gillespie County Courthouse
Room 203
101 W. Main, Unit #4
Fredericksburg, Texas 78624
(830) 997-6777

This invitation for bid (IFB) and accompanying terms and conditions and bid sheet(s) are for your convenience in bidding for the enclosed referenced products and/or services for Gillespie County.

Sealed bids shall be submitted no later than:

2:00 P.M., Friday, November 17, 2017

Mark envelope: Bid No. 2018.01, Fuel

Gillespie County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Commissioners' Courtroom, Gillespie County Courthouse, Fredericksburg, Texas.

Gillespie County, Texas

Invitation for Bid

Instructions/Terms of Contract

The Commissioners' Court of Gillespie County will receive bids for:

Fuel –Bobtail Delivery

TO PROVIDE fuel delivery via bobtail commencing on January 1, 2018 and ending on December 31, 2018.

IT IS UNDERSTOOD that the Commissioners' Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope as follows: ***Bid No. 2018.01, Fuel – Bobtail Delivery.*** **Facsimile transmittals shall not be accepted.**

Sealed bids shall be submitted to:

Gillespie County Auditor Gillespie County Courthouse Room 203 101 W. Main, Unit #4 Fredericksburg, Texas 78624
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Sealed bids shall be received no later than:

2:00 P.M., Friday, November 17, 2017

General Information

- Funding:** Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Gillespie County fiscal year shall be subject to budget approval.
- Late Bids:** Bids received in the County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. and time/date in Auditor's office shall be the official time of receipt.
- Altering Bids:** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- Withdrawal of Bids:** A bid may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.
- Sales Tax:** Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.
- Bid Award:** Gillespie County reserves the right to award bobtail delivery to the lowest and best bidder if deemed to be in the best interest of the County.
- Contract:** This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract with the exception of a change order.
- Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Gillespie County Auditor's office.

Delivery: All delivery and freight charges (FOB Gillespie County designated location) are to be included in the bid price.

Completion Time: Bids shall show number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall give written notice to the Auditor's office immediately if delivery schedule cannot be met.

Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Gillespie County.

Exceptions/Substitutions: All bids meeting the intent of this invitation for bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Gillespie County Auditor's office. Addenda will be mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

Laws: Bid must comply with all federal, state, county and local laws concerning this type of material.

Materials and Workmanship: Design, Strength, and Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

Minimum Standards for Responsible Prospective Bidders:

A prospective bidder must affirmatively demonstrate their responsibility. A prospective bidder must meet the following requirements:

- 1.) Have adequate financial resources, or the ability to obtain such resources as required.
- 2.) Be able to comply with the required or proposed delivery schedule.
- 3.) Have a satisfactory record of performance.
- 4.) Have a satisfactory record of integrity and ethics.
- 5.) Be otherwise qualified and eligible to receive an award.

Gillespie County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

Documentation Requirement:

Bidder shall provide with this bid response, all documentation required by this Invitation for Bid. Failure to provide this information may result in rejection of bid.

Indemnification:

Successful bidder shall defend, indemnify and save harmless Gillespie County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

Termination of Contract:

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

Termination for Default:

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by

law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet with delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

Testing: Testing may be performed at the request of Gillespie County, by an agent so designated, without expense to Gillespie County.

Patents/Copyrights: The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

Shipping Documents: Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

Invoices: Invoices shall show all information as stated above. Included with the invoice shall be an invoice from the bidder's supplier verifying rack price. Invoices shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

Payments: Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. Successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

Samples: When requested, samples shall be furnished free of expense to Gillespie County.

Warranty: Successful bidder shall warrant that all products shall conform to the proposed specifications and/or all

warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

Remedies: The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Insurance: Bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

- a) Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
- b) Employers' Liability Insurance;
- c) Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in the Invitation to Bid) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
- d) Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Successful bidder shall furnish an endorsement to each policy prior to starting work. A notice shall be

given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Any **questions** concerning the Invitation for Bid, Terms and Conditions, and/or Specifications and Bid Sheets should be directed to the Auditor's office at (830) 997-6777.

GILLESPIE COUNTY SPECIFICATIONS AND BID SHEETS FUEL

GENERAL: Gillespie County has a need for fuel meeting the standards as set forth below:

1. Gasoline – Unleaded Plus (89 Octane)
2. Clear Diesel - #2 Fuel (Meeting ASTM D 975 Specifications)
3. Dyed Diesel - #2 Fuel (Meeting ASTM D 975 Specifications)

DELIVERY LOCATION: Fuel is to be delivered to the County Yard in Harper, Texas. **All delivery, freight charges and HB 1588 fees are to be included in the bid price.**

DELIVERY TIME: Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall state number of days required to place fuel at the County's designated location in the space provided.

ORDER SIZE: The tanks at the Harper County Yard and various pieces of equipment will require delivered loads of 500 gallons or less. Bidder shall bid markup based on this information.

ESCALATION: It is understood that the rack price as set by the major oil companies is a factor beyond the control of the bidder and may affect price bid during the contract period. Bidder shall notify Gillespie County immediately in writing of any such change and shall verify increase or decrease with proper documentation from the oil company. This will be the only allowable increase. Gillespie County reserves the right to accept or reject any increases.

FIXED MARKUP: All bids for each type of fuel will be based on fixed markup (in cents). Since, historically, most major oil companies rack prices, over a period of time, average to prices of minimal difference, the bid will be awarded to the bidder with the lowest and best fixed markup (fuel markup and delivery combined).

APPROXIMATE USAGE: It is anticipated that Gillespie County will order bobtail deliveries of approximately 2,000 gallons of gasoline and 2,500 gallons of diesel during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and shall be furnished at the same bid price. Fuel will be ordered on an as needed basis.

BID NO. 2018.01: FUEL

FUEL BID SHEET

Fixed Markup/gallon, Unleaded Plus, Bobtail Delivery, FOB Harper County Yard:	\$
Fixed Markup/gallon, Clear Diesel #2, Bobtail Delivery, FOB Harper County Yard:	\$
Fixed Markup/gallon, Dyed Diesel #2, Bobtail Delivery, FOB Harper County Yard:	\$
Delivery time after receipt of order, Bobtail Delivery:	
Brand of Gasoline Bid:	
Brand of Diesel Bid:	

Bidder Does () Bidder Does Not () Meet All Specifications

EXCEPTIONS:

Name of Bidder: _____
Address of Bidder: _____

By: _____ Title: _____
Telephone # _____ Fax: _____
EMAIL: _____
Signature: _____

**BIDDER MUST SIGN AFFIDAVIT ON PAGE 12 AS PART OF THIS BID
RETURN PAGES 11 AND 12 OF BID PACKAGE AND ALL DOCUMENTATION
REQUIRED BY THIS INVITATION FOR BID**

BID NO. 2018.01: FUEL

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid. The period of acceptance of this bid will be _____calendar days from the date of the bid opening. (Period of acceptance will be thirty (30) calendar days unless otherwise indicated by bidder.)

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this _____ day personally appeared _____, who appeared after being by me duly sworn, did depose and say:
“I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing on behalf of the said _____.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon.”

Name of Bidder: _____

Address of Bidder: _____

By: _____ Title: _____

Telephone # _____ Fax: _____

Signature: _____

State of Texas
County of _____
SWORN AND SUBSCRIBED before me by _____
On this _____ day of _____, 2017.

Notary Public Signature