

INVITATION FOR BIDS

CITY OF CONROE

ANNUAL FUEL BID



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

BIDS DUE THURSDAY AUGUST 19, 2021 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids ***electronically through Vendor Registry*** in triplicate on the prescribed forms or copies thereof, in a sealed envelope marked "**Annual Fuel Bid**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Delivery Locations:

Weekly fuel deliveries will be made to the following locations:

Dean Towery Service Center
401 Sgt. Ed Holcomb Blvd.
Conroe Texas 77318

City of Conroe Police Department
2300 Plantation Drive
Conroe Texas 77303

3. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

The City will receive bids from responsible and responsive vendors who possess their own fleet of trucks and are located in Montgomery County, Texas or contiguous counties.

Best Value Selection Criteria:

- a) Fair and Reasonable Price 20 Pts.
- b) The quantity of the bidder's tanker trucks owned and location of fleet. 35 Pts.
- c) Past experience, performance and relationship with the City of Conroe. 15 Pts.
- d) Demonstrated competence and qualifications to perform the service. 25 Pts.
- e) References of current customers. 5 Pts.

4. Bidders:

Bidders desiring further information or interpretation must request such information or interpretation from the Purchasing Department. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

5. Bid Evaluation and Award:

The bid award will be made on the basis of ***Texas Local Government Code Section 252.043***. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the *best value* to the City. Under

STANDARD PURCHASE TERMS AND GENERAL CONDITONS

these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to

provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

6. **Communications:**

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A bidder's failure to examine relevant documents or specifications will not relieve them from any obligation with regard to their response to this invitation.

7. **Substitutions:**

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

8. **Default:**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

9. **References:**

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

10. **Delivery of Bids:**

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

11. **Corrections:**

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

12. **Materials and Services:**

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

13. **Conditions of Conduct:**

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons.

STANDARD PURCHASE TERMS AND GENERAL CONDITONS

Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

14. **Ethical Standard:** No City official or employee shall have interest in any contract resulting from this “RFB”. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.

15. **Indemnification:**

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

16. **Insurance Requirements:**

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

	COVERAGE	LIMITS
A.	Worker’s Compensation	- As required by Texas Law
B.	Employer’s Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Bidder agrees to furnish insurance certificates, showing the Bidder’s compliance with this section.

17. **Independent Contractor Relationship:**

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Invitation to Bid will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

18. **Equal Employment Opportunity:**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

19. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

20. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

21. Term of Contract/Renewals:

The City of Conroe shall have the right to cancel this contract after giving thirty (30) days written notice for unresolved problems. Otherwise this contract shall be for one (1) year (October 1, 2021 thru September 30, 2022) with an option of four (4) one year renewals. The City of Conroe determines after the initial one year contract if we will renew for an additional year or go back out for bid.

22. 1295 certificate of Interested Parties and Conflict of Interest Questionnaire:

The two forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

23. Proposal Agreement and Certification

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.

STANDARD PURCHASE TERMS AND GENERAL CONDITONS

- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail)

**CITY OF CONROE
PURCHASING DEPARTMENT
BID REQUEST**

Sealed Bids, **in duplicate**, shall be clearly marked **DO NOT OPEN, BID FOR "ANNUAL FUEL BID"** and mailed to the attention of the City Secretary, Soco Gorjon, City of Conroe, P. O. Box 3066, Conroe, Texas 77305 or Physical Address 300 W. Davis St. Conroe, Texas 77301.

Date: July 28, 2021

Firm bids will be received until: 2:00 P.M. on August 19, 2021

For: Vehicle Motor and Heavy Equipment Fuel

Fuel to be delivered FOB to Conroe Texas. For Info Contact: Christie Spath, Purchasing at 936-522-3829

BID ONLY FIRM DIFFERENTIAL ABOVE OR BELOW OPIS REPORT

UNLEADED +/- _____ DIESEL +/- _____ DYED DIESEL +/- _____

PROJECTED BID COST

OPIS RACK PRICE INCLUDING DIFFERENTIAL: UNLEADED _____

OPIS REPORT DATE: _____ DIESEL _____

PLEASE INCLUDE A COPY OF THE RACK PRICING USED FOR PROJECTED COST

UNLEADED GASOLINE:

200,000 GALLONS X @ _____ = _____ + \$40,000.00 (STATE TAX) = _____

DIESEL FUEL:

100,000 GALLONS X @ _____ = _____ + \$20,000.00 (STATE TAX) = _____

DYED DIESEL FUEL:

100,000 GALLONS X @ _____ = _____ + (NO STATE TAX) = _____

DEF

1,200 GALLONS X @ _____ = _____

TOTAL BID \$ _____

The undersigned hereby offers to furnish and deliver the articles or services as specified within this proposal at the prices and terms stated herein and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____ % _____ Days

Names of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail: _____

CITY OF CONROE
PURCHASING DEPARTMENT
ANNUAL FUEL BID SPECIFICATIONS

1.0 General: Provide and deliver an annual contract beginning October 1, 2021 for fuel products to the City of Conroe according to the information and specifications listed below.

1.1 Contract Term: October 1, 2021 - September 30, 2022 (Option for four (4) one (1) year renewals)

1.2 Taxes: The City of Conroe is exempt from Federal Fuel Excise Taxes Pursuant to the terms and conditions of 26 USC §§ 4221, 6421, and 6427 of the Internal Revenue Code. A Certificate Of State Use will be provided to successful vendor.

1.3 Delivery: All deliveries will be made to (2) 10,000 gallon and (1) 5,000 gallon above ground storage tanks within 24 to 48 hours from receipt of order.

a). Minimum order will be 7,500 gallon mix of gasoline and diesel.

1.4 Pricing: To be quoted as plus or minus off the Houston, Texas OPIS Report average price.
Note: All delivery / terminal / product fees shall be included in the plus or minus differential.

1.5 Billing: A copy of the OPIS Report for the day of delivery to the City of Conroe must accompany all invoices.

2.0 Estimated Yearly Quantities:

Unleaded Gasoline -----	200,000 gallons.
Diesel Fuel -----	110,000 gallons.
Dyed Diesel Fuel -----	60,000 gallons.
DEF.....	1,200 gallons.

2.1 Unleaded Gasoline / Ethanol Requirements:

Minimum Octane 87

2.2 #2 Grade Ultra Low Sulfur Diesel Fuel:

Minimum Cetane 40.

2.3 #2 Grade Ultra Low Sulfur Dyed Diesel Fuel:

Minimum Cetane 40.

Company Name

3.1. Do you own your own fleet of trucks? Yes _____ or No _____

3.2. If Yes, how many trucks do you own and what is the capacity of each?

3.3. Where is your fleet of trucks located?

3.4 If you do not own your own fleet please explain your delivery method.

I have read the above and my bid reflects these specifications and conditions.

Company Name

Signature

Alternate Fuel Bid:

Renewable Diesel (Green Diesel)

Renewable Diesel Fuel ----- 110,000 gallons.

BID ONLY FIRM DIFFERENTIAL ABOVE OR BELOW OPIS REPORT

RENEWABLE DIESEL +/- _____

PROJECTED BID COST

OPIS RACK PRICE INCLUDING DIFFERENTIAL: OPIS REPORT DATE: _____

RENEWABLE DIESEL _____

PLEASE INCLUDE A COPY OF THE RACK PRICING USED FOR PROJECTED COST

RENEWABLE DIESEL FUEL:

100,000 GALLONS X @ _____ = _____ + \$20,000.00 (STATE TAX) = _____

TOTAL BID FOR RENEWABLE DIESEL \$ _____

State Delivery Charge if any: _____

State Delivery time after order is placed: _____

Provide address of the Terminal Location:

The undersigned hereby offers to furnish and deliver the articles or services as specified within this proposal at the prices and terms stated herein and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____ % _____ Days

Names of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail: _____