

Q & A – Bid #18-06-004 Fuel Unleaded and Diesel

1. Who is your current incumbent?
Mansfield Oil Company.
2. Can you provide the current bid tab showing the margins?
See attached.
3. What type of tanks are at each location, above ground or below, and how many of each?
**Dean Morgan Service Center – in ground, 1 diesel & 1 unleaded.
Wilderness Golf Course - One (1) ConVault above ground tank, 87 octane regular unleaded & #2 ultra low sulfur dyed diesel.**
4. What are the sizes of each tank at each location?
**Dean Morgan Service Center – 12000 unleaded and 8000 on road diesel.
Wilderness Golf Course - Each half of the vault holds 500 gallons.**
5. What are the average annual gallons of each product at each location?
**Dean Morgan Service Center – About 60,000 unleaded and 40,000 diesel.
Wilderness Golf Course - Varies contingent upon weather; about 6,000 gallons of each product annually.**
6. Are your loads split?
**Dean Morgan Service Center – Yes.
Wilderness Golf Course – Yes. Split Loads with Wagon Loads Only (No 18-Wheeler Dumps) Not Enough Room for Turnaround.**
7. When does the contract start?
Middle of July.
8. May I have a copy of the previous bid?
See attached.
9. May I have the most recent copy of the diesel invoice?
See attached.
10. May I have the most recent copy of the gas invoice?
See attached.
11. Are there any diversity goals?
No.
12. Are the two delivery locations listed the only delivery locations? If not, will you please provide a list of delivery locations
Yes, only two locations.
13. Are any special fittings required to deliver to your tanks?
No.
14. Have any addenda been released for this bid?
No.
15. Will the award be split by product?
Possibly.
16. Will the award be split by delivery method?
Possibly.

Q & A – Bid #18-06-004 Fuel Unleaded and Diesel

17. May we have a list of bidders invited to bid?
See attached.
18. A FOIA request was sent to your purchasing department, may we have an update on its status?
This has been handled.
19. Will you accept up to 5% bio in your diesel fuel?
No 5% biodiesel or biodiesel can be accepted. Our golf course equipment is not rated for that product.
20. When is the anticipated award date?
Proposed vendor(s) for the bid award will be taken to City Council July 16.
21. Will the award be decided at a board meeting? If so when is the first meeting after the opening?
Proposed vendor bid award will be taken to City Council July 16, the next City Council after that is August 3.
22. When will tabulations be released after the bid opening?
That can be provided to those who would like a copy.
23. Can you do better than net 30 days on the payment of invoices? I.e net 10 or net 15
No.
24. Do you receive any discounts from your current vendor?
No.

The following questions are if you would consider an alternate firm fixed bid.

25. Will an alternate firm fixed price be considered? If not, why?
An alternate bid may be submitted ONLY if the current bid tabulation and specifications are submitted as well.
26. If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached,
An alternate bid may be submitted ONLY if the current bid tabulation and specifications are submitted as well.
27. Please indicate which clauses would be acceptable and which clauses would be cause for rejection?
An alternate bid may be submitted ONLY if the current bid tabulation and specifications are submitted as well.
28. How long after the bid opening are we required to hold our firm pricing before the recommendation?
90 days.
29. On a firm bid we would like to have a name and contact number for someone that can inform us of the low bidder as soon as possible.
Keelie Kennedy (979) 415-2420
30. What information will you be reading out loud at the bid opening?
The items totals.
31. If we attend the bid opening, will we be able to review other submitted bids?
A bid tabulation sheet will be provided for you to fill out each company and total as they are read.

City of Lake Jackson Bid 0468

TRANSPORT LOAD

Unleaded Gasoline - 100K

Differential added to OPIS avg daily rate for Houston region/gallon

Current Price	Brazoria			Southern			Petroleum
	County	Mansfield 011	Indigo Energy	Mid Tex Oil	Counties Oil	Traders	
0.0066	0.0074	0.0137	0.0285	0.0375	0.0197	0.0489	
	8.65	8.65	not specified	not specified	not specified	not specified	
	11.00	11.00					

Delivery Fee for Petroleum 5,000 to <8,000 gallons
 Delivery Fee for Petroleum Products 8,000 to <10,000 gallons

No. 2 Diesel, Low Sulfur Undyed - 80K

Differential added to OPIS avg daily rate for Houston region/gallon

Current Price	Brazoria			Southern			Petroleum
	County	Mansfield 011	Indigo Energy	Mid Tex Oil	Counties Oil	Traders	
0.0249	0.0192	0.0173	0.0343	0.0375	0.0199	0.0669	
	8.65	8.65					
	11.00	11.00					

Delivery Fee for Petroleum 5,000 to <8,000 gallons
 Delivery Fee for Petroleum Products 8,000 to <10,000 gallons

TANK LOAD

Unleaded Gasoline - 8.5K

Differential added to OPIS avg daily rate for Houston region/gallon

Current Price	Brazoria			Southern			Petroleum
	County	Mansfield 011	Indigo Energy	Mid Tex Oil	Counties Oil	Traders	
	0.0968	NO BID	0.25	0.1395	NO BID	0.45	

No. 2 Diesel, Low Sulfur Dyed - 8.5K

Differential added to OPIS avg daily rate for Houston region/gallon

	0.0968		0.25	0.1395		0.45	
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Typical Order: 5,050 gallons of fuel & 2,450 gallons of diesel

Current Price	Brazoria			Southern			Petroleum
	County	Mansfield 011	Indigo Energy	Mid Tex Oil	Counties Oil	Traders	
33.33	37.37	69.185	143.925	189.375	99.485	246.945	
	8.65						
							11.00
33.33	46.02	69.185	143.925	189.375	99.485	246.945	

61.005	47.04	42.385	84.035	91.875	48.755	163.905	
	8.65						
							11.00
94.335	93.06	111.57					

	Diff Markup Fuel	Diff Markup Fuel 100k Gallons	Diff Markup Diesel	Diff Markup Diesel 80k Gallons	TOTAL
Mansfield Oil	0.0137	\$1,370	0.0173	\$1,384	\$2,754
Southern Counties Oil	0.0197	\$1,970	0.0199	\$1,592	\$3,562
Indigo Energy	0.0285	\$2,850	0.0343	\$2,744	\$5,594
Mid Tex Oil	0.0375	\$3,750	0.0375	\$3,000	\$6,750
Petroleum Trader	0.0489	\$4,890	0.0669	\$5,352	\$10,242
Current Price - PT	0.0066	\$660	0.0249	\$1,992	\$2,652

7-Aug-14

O.P.I.S. Average net price	\$ 2.6422	\$ 2.9116
+ mark up	0.0137	0.0173
TX Motor Fuel Tax	0.2000	0.2000
Federal LUST	0.0010	0.0010
Federal Env. Fee	0.0017	0.0019
	<u>\$ 2.8586</u>	<u>\$ 3.1318</u>

	Company	Address	Date emailed
1	Mansfield Oil	1025 Airport Parkway SW Gainesville, GA 30501	6/8/2018
2	Midtex Oil	1519 IH 45- South Conroe, TX 77301	6/8/2018
3	Petroleum Traders Corp	7120 Pointe Inverness Way Fort Wayne, IN 46804	6/8/2018
4	Southern Counties Oil - SC Fuels	PO Box 4159 Orange, CA 92863	6/8/2018
5	Quantum Fuel Systems		6/8/2018
6	R.B. Stewart	215 S. Front Street Angleton, Texas 77515	6/8/2018

Civcast Plan Holders B#18-06-004 Fuel Unleaded and Diesel

Company	Company Type	Contact Name	Notes
Teamwork Construction Services, Inc.	General Contractor	John Greenwood	Download Plans
J&A Coating LLC	General Contractor	David Bouknight	Download Plans
foster fence	SubContractor	Jose Posada	Download Plans
North America Procurement Council	Other	Lyra de Asis	Download Plans
Dave's Electrical Service & Systems	Other	David Quillen	Download Plans
ConstructConnect	Plan Room	Michael Stubbs	Download Plans

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 826607

SHIP TO:
CITY OF LAKE JACKSON
DEAN MORGAN SERVICE CENTER
101 CANNA LANE
LAKE JACKSON, TX 77566-5677

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 27599-01-826607
ORDER #

BILL TO: CITY OF LAKE JACKSON
DEAN MORGAN SERVICE CENTER
101 CANNA LANE
LAKE JACKSON, TX 77566

----- CONTROL # -----
826607

TERMS: SHIP VIA: TERMINAL: REL # DEL DATE INV DATE

Net 30 UPT PASADENA, TX 599-835 05/24/2018 05/31/2018

B/L NO	DESCRIPTION	GROSS	NET	PRICE	AMOUNT	
2917102	87RFG W/10%ETH	08:36	4000	3952	2.290600	9,052.45
	FED EXC LUST GOVT TA				.001000	3.95
	TEXAS MOTOR FUEL TAX				.200000	790.40
	FED ENV REC FEE				.001926	7.61
	TX PROD DEL FEE					3.45
=====						
DUE DATE 6/30/2018				AMOUNT DUE		\$9,857.86

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

Received
Gay Shady

See Page 2 Final

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 826608

SHIP TO:
CITY OF LAKE JACKSON
DEAN MORGAN SERVICE CENTER
101 CANNA LANE
LAKE JACKSON, TX 77566-5677

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 27599-01-826608
ORDER #

BILL TO: CITY OF LAKE JACKSON
DEAN MORGAN SERVICE CENTER
101 CANNA LANE
LAKE JACKSON, TX 77566

----- CONTROL # -----
826608

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	UPT	PASADENA, TX	599-835	05/24/2018	05/31/2018

B/L NO	DESCRIPTION	GROSS	NET	PRICE	AMOUNT
2917102	ULSD LED B5 CL	08:36	3500	2.325200	8,038.22
	FED EXC LUST GOVT TA			.001000	3.46
	TEXAS MOTOR FUEL TAX			.200000	691.40
	FED ENV REC FEE			.002034	7.03
	TX BIO TAX CREDIT				-34.57

DUE DATE 6/30/2018

AMOUNT DUE

\$8,705.54

FUEL SOLD AT A TAX-EXCLUDED PRICE. WE CERTIFY THAT THE DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

Received
Cray Shook

Please pay this original invoice

Invoice #: 20790680 **Due Date:** 07/15/2018
Invoice Date: 06/15/2018 **Terms:** Net 30
Order #: 820068 **Terms Start:** Invoice Date
Account #: 27599



Bill To
City of Lake Jackson
PO Box 308
Lake Jackson, TX 77566

Remit To
Mansfield Oil Company of Gainesville Inc
PO Box 733706
Dallas, TX 75373-3706
FEIN: 58-1091383

Delivery #: 893268
Delivery Ticket #: 646316
Delivery Date: 05/17/2018
Carrier: Bay Oil Company
Terminal: Houston, TX

Ship To: The Wilderness Golf Club
501 Hwy 332 W
Lake Jackson, TX 77566

BOL	Lift Date	Description	Gross	Net	Billed	Unit Price	Extended
646316	05/17/2018	RFG 87 OCT E-10	400.0	400.0	400.0	2.7456	1,098.24
		USA Env Fee				0.001	0.40
		TX Motor Fuel Tax				0.20	80.00
		TX Env Fee				1.70	0.85
		USA Oil Spill				0.001926	0.77

Sub-Total for Delivery # 893268: 1,180.26

Invoice Amount Due: 1,180.26
Currency: USD

Please see updated bank remit to information above!

E10: Contains between 9 and 10 vol % ethanol. Do not mix with gasoline containing anything other than between 9 and 10 vol % ethanol.

Please pay this original invoice

Invoice #: 20790681 **Due Date:** 07/15/2018
Invoice Date: 06/15/2018 **Terms:** Net 30
Order #: 820068 **Terms Start:** Invoice Date
Account #: 27599



Bill To	Remit To
City of Lake Jackson	Mansfield Oil Company of Gainesville Inc
PO Box 308	PO Box 733706
Lake Jackson, TX 77566	Dallas, TX 75373-3706
	FEIN: 58-1091383

Delivery #: 903858	Ship To: The Wilderness Golf Club
Delivery Ticket #: 646316	501 Hwy 332 W
Delivery Date: 05/17/2018	Lake Jackson, TX 77566
Carrier: Bay Oil Company	
Terminal: Houston, TX	

BOL	Lift Date	Description	Gross	Net	Billed	Unit Price	Extended
646316	05/17/2018	DYED TXLED ULS #2	400.0	400.0	400.0	2.8018	1,120.72
		USA Env Fee				0.001	0.40
		TX Env Fee				1.70	0.85
		USA Oil Spill				0.00214	0.86
Sub-Total for Delivery # 903858:							1,122.83

Invoice Amount Due: 1,122.83
Currency: USD

Please see updated bank remit to information above!

15 ppm sulfur (maximum) Dyed Ultra-Low Sulfur Diesel Fuel. For use in all nonroad diesel engines. Not for use in highway vehicles or engines except for tax-exempt use in accordance with section 4082 of the Internal Revenue Code.



CITY OF LAKE JACKSON

July 15, 2014

NOTICE TO BIDDERS

Notice is hereby given that the City of Lake Jackson will receive sealed bids for the following items:

UNLEADED GASOLINE – estimated 100,000 gallons
And
ULTRA LOW SULFUR DIESEL (ULSD) – estimated 80,000 gallons

Bids will be received until **2:00 P.M. on THURSDAY, AUGUST 14, 2014** at which time they will be publicly opened and read. The bid award will be made at a regularly scheduled meeting of the City of Lake Jackson City Council. Bid information and specifications may be obtained from the City of Lake Jackson Purchasing Department at City Hall or on our website at <http://www.lakejackson-tx.gov/Bids.aspx?CatID=19>.

All bids will be marked "SEALED BID No. 0468 – FUEL ", on the outside of a completely sealed envelope and submitted to the Purchasing Department, 25 Oak Drive, Lake Jackson, Texas, 77566.

Giani Cantu, Buyer
City of Lake Jackson
PH: 979/415-2420
Fax: 979/415-2520
Email: gcantu@lakejacksontx.gov

Newspaper Ads run Sundays – July 20, 2014 and July 27, 2014 – The Facts



INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.

SEALED BID • DO NOT OPEN

**UNLEADED GASOLINE
AND
ULTRA LOW SULFUR DIESEL (ULSD)**

BID NO. 0468

BID OPENING: August 14, 2014 @ 2:00 PM CST

For information Contact:

Giani Cantu

(979) 415-2420

gcantu@lakejacksontx.gov

Company Name: _____

Contact Name: _____

Phone Number: _____

Bids must be addressed to:

City of Lake Jackson
Purchasing Department
25 Oak Dr
Lake Jackson, TX 77566

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the PURCHASING DEPARTMENT, City of Lake Jackson, 25 Oak Drive, Lake Jackson, TX 77566. NO BID WILL BE ACCEPTED VIA FAX or EMAIL.
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Lake Jackson, Texas, delivered to the floor of the location indicated.
5. The City of Lake Jackson, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Lake Jackson, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Lake Jackson, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Lake Jackson, Texas, throughout any contract period. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The Purchasing Department assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Lake Jackson Purchasing Department.
11. Any attempt to negotiate on the contents of this bid with the City of Lake Jackson or its representatives prior to award may be grounds for disqualification.
12. The conditions and terms of this bid will be considered when evaluating for award.
13. The City of Lake Jackson, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at any time prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Director.

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1.00 Standard Terms and Conditions

The City of Lake Jackson, Texas desires to enter into a contract with a reliable firm(s) to furnish “**FUEL**” in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Lake Jackson reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.01 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Lake Jackson’s interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Lake Jackson
25 Oak Drive
Lake Jackson, TX 77566-5289
Attn: Sally Villarreal, Buyer
Sealed Bid – **FUEL**

B. The Bidder must complete and return to the Purchasing Department, attached to this specification the “Bid Specification Compliance Certification” form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**

C. In case of conflict between requirements of this specification and those of Federal Safety and Health standards, the latter shall prevail.

D. **One (1)** signed original and **One (1)** electronic version of the bid must be submitted along with a **current business card**. The original bid must be unbound. The electronic version of the proposal must be provided in portable document format (PDF) written to a single CD-ROM or flash drive. The electronic version of the proposal must be an exact duplicate of the original hard copy proposal and both must comply with the format requirements of this Bid.

E. Five commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

- F. To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact:

City of Lake Jackson Purchasing Department
Sally Villarreal, Buyer
(979) 415-2420

1.02 Funding

Funds for payment have been provided through the City of Lake Jackson budget approved by the City Council 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 City of Lake Jackson fiscal year shall be subject to budget approval by the City Council.

1.03 Late Bids

Bids received in the Purchasing Department after the submission deadline will be considered void and unacceptable. The City of Lake Jackson is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Lake Jackson Purchasing Department shall be the official time of receipt.

1.04 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.05 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.06 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.07 Sales Tax

The City of Lake Jackson is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.08 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.09 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract.

1.10 Split Award

The City of Lake Jackson reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

1.11 Delivery

All delivery and freight charges (FOB City of Lake Jackson designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Lake Jackson assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

Delivery locations, storage tank capacities, above ground and approximate delivery quantities will vary. The price differential shall include all charges except tax.

Orders for delivery shall be made by telephone using a purchase order number, by an authorized representative of the City of Lake Jackson. Bidder is to indicate in the space provided on the bid proposal the name of the person to contact and the telephone number to place delivery orders. Deliveries are to be made within two working days of the time the request for delivery is made (8:00 a.m. – 4:00p.m., Monday thru Friday except City Official holidays).

Bidder shall deliver FOB to the location below:

Dean Morgan Service Center
101 Canna Lane
Lake Jackson, Texas 77566
ATTENTION: Gaye Shockley – 979-297-0310

Wilderness Golf Course
501 Hwy 332 West
Lake Jackson, Texas 77566
ATTENTION: Blayne Sparks – 979-798-0888

1.12 Delivery Promise – Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.13 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when awarded by City of Lake Jackson, shall constitute a contract equally binding between the successful bidder and the City of Lake Jackson. No invoices will be paid prior to acceptance of contract by City of Lake Jackson. No different or additional terms will become a part of this contract.

1.14 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.15 Purchase Order

A purchase order shall be provided by the City of Lake Jackson to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Lake Jackson will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.16 References

The City of Lake Jackson requests bidder to supply with this bid, a list of five (5) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.17 Conflict of Interest

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

1.18 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Lake Jackson. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.19 Insurance

Insurance is not required for this Bid Proposal.

1.20 Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.21 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Lake Jackson to be **DESCRIPTIVE – NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The city of Lake Jackson shall act as sole judge in determining quality and acceptability of products offered.

1.22 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lake Jackson purchasing department. Addenda will be mailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

1.23 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.24 Documentation

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

1.25 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.26 Termination of Contract

The City of Lake Jackson reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet delivery schedules;
- Defaults in the payment of any fees;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Lake Jackson may have in law or equity. Bidder, in submitting this bid, agrees that City of Lake Jackson shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.27 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Lake Jackson shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Lake Jackson, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.28 Patent/Copyrights

The successful bidder agrees to protect City of Lake Jackson from claims involving infringements of patents and/or copyrights.

1.29 Packing Slips/Receiving Tickets

Packing slips or other suitable shipping/receiving documents shall accompany each shipment and shall show:

Vendor company name and address;

Name and address of the City of Lake Jackson department the shipment is being made to;

City of Lake Jackson **purchase order number**;

Descriptive information as to the items delivered, including quantity and part numbers.

1.30 Invoices

Invoices submitted for payment shall be addressed to City of Lake Jackson, Accounts Payable and shall **reference** the City of Lake Jackson **approved purchase order number**. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.31 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.32 Samples

When requested, samples shall be furnished to City of Lake Jackson at no charge.

1.33 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.34 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Lake Jackson.

1.35 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.

1.36 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

1.37 Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

2.00 City Responsibilities

2.01 Contract Administrator

Under this contract, the City of Lake Jackson has designated as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Lake Jackson City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Gaye Shockley, Garage Superintendent
PH: 979-297-0310

OR

Blayne Sparks, Course Superintendent
PH: 979-798-0888

2.02 Payment to the Contractor

After the completion of service or after the product has been delivered to and received by the City, the contractor shall render to the Purchasing Department an invoice for services or supplies provided. The City issued Purchase Order number must be referenced on all billing statements or invoices. Payments will be made within 30 days of the invoice date or receipt of product, whichever is later, as allowed by law.

3.00 Minimum Specifications:

The following are minimum specifications for an estimated 100,000 gallons of unleaded gasoline and an estimated 80,000 gallons of low sulfur no. 2 diesel annually. (Minimum transport load of 7500 gallons combined diesel and fuel per load. Minimum tank wagon load of 1000 gallons combined diesel and fuel per load.) Deviations from these minimum specifications are only acceptable when they tend to meet or exceed specifications stated. Bids falling below the minimum specifications must be identified as an alternate bid.

Items being bid are for an estimated quantity for one year with options to renew on a yearly basis and approval from our City of Lake Jackson City Council.

*An X indicates that items meets or exceeds specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

	<u>Meets Minimum Specifications(X)</u>
<p>3.01 Bid Item Number One: TRANSPORT LOAD Regular Unleaded Gasoline - ASTM Designation D4814 (most recent issue) With at least 10% Ethanol and a minimum octane rating of 87 RFG. Gasoline must meet the new reformulated gasoline regulations as mandated by the Clean Air Act Amendment of 1990.</p>	_____
<p>3.02 Bid Item Number Two: TRANSPORT LOAD Ultra Low Sulfur #2 Diesel (ULSD) Un-dyed TxLED Fuel, (Up to 5% Biodiesel) ASTM Designation D975-14 (most Recent issue) Minimum cetane number of 48. Sulfur content less than 15 parts per million.</p>	_____
<p>3.03 Bid Item Number Three: TANK WAGON LOAD Regular Unleaded Gasoline - ASTM Designation D4814 (most recent issue) With at least 10% Ethanol and a minimum octane rating of 87 RFG. Gasoline must meet the new reformulated gasoline regulations as mandated by the Clean Air Act Amendment of 1990.</p>	_____
<p>3.04 Bid Item Number Four: TANK WAGON LOAD Ultra Low Sulfur #2 Diesel (ULSD) Dyed TxLED Fuel, (OFF ROAD) ASTM Designation D975-14 (most Recent issue) Minimum cetane number of 48. Sulfur content less than 15 parts per million.</p>	_____
<p>3.05 Price: Bid prices will be indexed and based on the daily on-line net average Oil Price Information Service (OPIS) index, Houston market for the morning of delivery day. A Copy of the Petroskan Average Daily 3 Report (PAD 3 Report) on-line published by Oil Price Information Service for the day of delivery shall be provided with each invoice to verify pricing. (Please circle number being used per invoice) This bid shall be based on the average net Petroskan Average Daily 3 Report On-line price information (OPIS), Houston (current recent issue – enclose a copy of this issue please).</p>	_____

PLEASE show brands of fuel bidder proposes to provide.

We quote the above FOB Lake Jackson, Texas. Shipment can be made in _____ days from receipt of order.
Terms _____ net if not otherwise indicated. The bidder agrees that award of any items, all or in part,
by the City of Lake Jackson, Texas, within a reasonable period of time constitutes a contract.

BIDDER: _____

ADDRESS: _____

PHONE & FAX: _____

AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED SIGNATURE

DATE

5.00 PROPOSAL AFFIDAVIT

All pages in the submitted proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be _____ calendar days from the date of the proposal opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offerer.)

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, who after being by me duly sworn, did depose and say:

“I, _____, am a duly authorized officer of/agent
(Name)

for _____, and have been duly
(Name of firm)

Authorized to execute the foregoing proposal on behalf of the said

(Name of firm)

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offerer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.”

Name and Address of offerer: _____

_____ Telephone Number _____

by: _____ Title: _____
(Print Name)

Signature:

SUBSCRIBED AND SWORN to before me by the above-named _____
_____ on this the _____ day of _____,
20____.

Notary Public in and for the State of _____

6.00 ATTACHMENTS

EXHIBIT "A" - Contractor's References Form

EXHIBIT "B" - Specification Compliance Certification Form

EXHIBIT "C" - Conflict of Interest Questionnaire