

GAINES COUNTY BID #2022PO1

BID SHEET

Item: Unleaded Gasoline and Highway and Off Road Diesel Fuel

Due Date: September 13, 2022 / 5:00 P.M.

Opening Date: : September 14, 2022 / 9:00 A.M.

Award Date: : September 14, 2022 / 9:30 A.M.

Total cost: \_\_\_\_\_

Terms of invoice: \_\_\_\_\_

\*\*\*\*\*

Vendor hereby assigns to Purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15, USCA section 1et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1, et seq.

\*\*\*\*\*

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Contact Name Title

\_\_\_\_\_  
Mailing Address City and State Zip Code

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Signature Print Signature

\_\_\_\_\_  
E-Mail Address

**\*This page must be page one of the bid or bid will be rejected\***

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**Summary Sheet for Unleaded Gasoline and Highway and Off-road Diesel Fuel**

Price per gallon of fuel shall be based on the OPIS price at the time of delivery for each specific product. Vendor shall refer to the attached bidding specification for definition of terms and detailed instructions for completing this sheet.

**1) Unleaded Gasoline:**

Regular unleaded      Octane = 86 (or greater)

OPIS price + transportation costs + bid margin \_\_\_\_\_ + applicable tax = total price per gallon

**2) Highway and Off-road Diesel Fuel**

OPIS price + transportation + margin \_\_\_\_\_ + applicable tax = total price per gallon

Oil Price Index Service Area:    Lubbock      Midland

Deliveries will be made in \_\_\_\_\_ calendar days after receipt of order.

Business hours are from \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M. \_\_\_\_\_ weekdays

Availability on weekends or emergency situations: \_\_\_\_\_

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**\*\*This must be page two (2) of bid or bid *will be rejected*\*\***

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### SPECIFICATIONS FOR UNLEADED GASOLINE AND HIGHWAY AND OFF-ROAD DIESEL FUEL

1.1. Bids are solicited for furnishing bulk quantities of Unleaded Gasoline and Highway and Off-road Diesel Fuel for the GAINES County Road & Bridge Precincts, Park and Golf Course as per specifications in this invitation to bid. Also fuel cards for Sheriff Department and Buildings personnel to fill up at the winning vendors pumps provided that they are available 24/7.

1.2. Complete bids shall be received in the GAINES County Auditor's Office 101 S Main St. Seminole TX 79360 no later than 5:00 P.M. on Tuesday, September 13th, 2022. Bids will be opened at 9:00 A.M. Wednesday, September 14th, 2022 in Commissioners' Court

**ALL BIDS NOT RECEIVED PRIOR TO THE DATE AND TIMES SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION.**

**NOTE:** The clock located in the Gaines County Auditor's will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of bids. Closing time will be strictly enforced.

1.3. Bid sheet (s) only must be returned in a sealed envelope, marked with bid title, bid number and opening date. General conditions and specifications may be kept by the bidder.

1.4. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Auditors Office and the approval of the Commissioners' Court.

**1.5. The county is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.**

1.6. **The bidder agrees, if his bid is accepted. To furnish any and all materials upon which prices are offered, at the price (s) and upon the terms and conditions contained in the specifications.** The period for acceptance of this bid will be seven (7) calendar days unless a different period is noted by the bidder.

1.7. The county reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the county.

1.8. Invoices shall be sent directly to the GAINES County Auditor, POB 847, Seminole TX, 79360. Upon receipt of invoice(s) payments will be processed upon approval at next Commissioners Court, after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered.

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1.10. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the county. The county shall not pay for supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.10. Quantities indicated in the bid are estimated based upon the best available information. The county reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the price.

1.22. Successful vendor will be awarded a contract on September 14th, 2022 in Commissioners' Court. The contract will be effective from October 1st, 2022 through September 30, 2023 with the option to extend for four additional years by mutual agreement per the specifications outlined in this invitation to bid. Prices must be firm throughout the entire contract.

1.12. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners' Court for the fiscal year in question. Upon the failure of Commissioners' Court to so appropriate in any year, contractor may elect to terminate this agreement, with no additional liability to the county. County and contractor agree that termination shall be contractor's sole remedy under this circumstance.

1.13. The bid award shall be based on, but not necessarily limited to the following factors:

- A. Unit price
- B. Total price
- C. Special needs and requirements of GAINES County
- D. GAINES County's evaluation of vendor's ability
- E. Vendor's past performance record with any Texas county

1.14. If the bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change arising.

1.15. The vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the County of GAINES and its representatives against any claims arising.

1.16. All insurance requirements, including workmen's compensation, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the time of this contract.

1.17. If required, the successful vendor must submit copies of insurance certificates to the county auditor's office before any service can be started. Payments shall not become due and payable until such certificates have been filed.



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## II. BIDDING SPECIFICATIONS

2.1. Fuel specifications and product properties are as follows:

Unleaded regular gasoline:

Octane = 86 (or greater)

Highway and Off-road diesel fuel:

Cetane No. = 47 (or greater), Cetane Index = 45 (or greater)

Lubricity = 4800 g (typical), Energy Content = 1310500 Btu/gallon  
(typical)

2.3. The price charged to GAINES County for bulk fuel deliveries shall be referenced to the Oil Price Information Service (OPIS) published price for each fuel. The vendor shall indicate on the bid which city is used as a reference for OPIS prices.

2.4. Total price per gallon of fuel = OPIS price\* + bid margin\*\* + any applicable taxes.

**\*OPIS price** as specified in this document refers to the OPIS rack price the vendor was charged for the fuel delivered. (The dealers invoice or other appropriate validating information will be attached to the invoice sent to Gaines County)

**\*\*The bid margin** is the vendor designated additional fee per gallon of fuel to include transport, insurance, overhead, profit and all other associated costs excluding taxes.

2.5. The vendor's bid margin shall include all delivery costs. Delivery will be F.O.B. to the various GAINES County Road& Bridge Precincts, Park and Golf Course.

2.6. The invoice for each bulk fuel purchase shall list, as separate items, the OPIS price, fuel trade name (vendor shall indicate if fuel is branded or unbranded), the bid margin, and any applicable taxes for each fuel. The vendor shall present the applicable OPIS reference prices for a specific fuel purchase upon presentation of the vendors invoice to GAINES County.

2.7. The vendor shall sell fuel to GAINES County free of federal excise tax. Under this procedure the vendor will be required to pay the excise tax and may claim a tax credit refund for the fuel sold to GAINES County due to our exempt status.

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2.10. GAINES County does not guarantee the annual purchase amounts. GAINES County intends to order only full transport loads of fuel, so any discounts for bulk fuel purchases should be factored into the vendor's bid margin. In most cases, the minimum delivery would be 7,000 gallons of unleaded gasoline, diesel, or a mixed load of both fuels as specified.

However, there are three 500 gallon tanks as well at various facilities that may require a lesser amount and the occasional load required of lesser amounts...

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**IMPORTANT BIDDERS CHECKLIST**

Check off each of the following as the necessary action is completed

- 1. The bid has been signed and is page one or bid will be rejected.
- 2. The price extensions and totals have been checked.
- 3. Any required drawings or descriptive literature have been included
- 4. If required, the amount of the bid surety has been checked, and the surety has been included.
- 5. Any addendum's have been signed and are included
- 6. The mailing envelope has been addressed to :
  - GAINES County Auditor's Office
  - 101 S. Main,
  - POB 847
  - Seminole, TX, 79360
- 7. The envelopes have been sealed and marked with
  - Bid title
  - Bid number
  - Due date
  - Opening date

## NOTICE TO BIDDERS

Notice is hereby given that the Commissioners' Court of Gaines County, Seminole, Texas is accepting Sealed Proposals for the following:

- ❖ **Bulk Quantities of Unleaded Gasoline and Highway and Off-road Diesel Fuel for the Road & Bridge Precincts, Golf Course and Park. Also fuel cards with 24/7 access to pumps in Seminole TX.**

Proposals should be mailed or hand-delivered to the Gaines County Auditor's Office, Room 208, 101 S Main, Gaines County Courthouse, POB 847, Seminole, TX, 79360.

Proposals to be opened on September 14, 2022 at 9:00 a.m. For specifications contact the County Auditor's Office. The Court reserves the right to reject any and all bids. This notice given on Order of Commissioners' Court, Gaines County, Texas, this 3rd day of August, 2022.