

BID NOTICE

Lee County will be accepting bids for Gasoline & Diesel. Bid specifications may be picked up at the Lee County Judge's Office; 200 South Main Street, Room 107, Giddings, Texas 78942; on the county website <http://www.co.lee.tx.us/> or by calling (979) 542-3178. Bids must be submitted in a sealed envelope clearly marked, "BID FOR GASOLINE & DIESEL" and mailed to Lee County Clerk, P. O. Box 419, Giddings, TX 78942 or delivered to 843 East Industry, Giddings, Texas 78942 by 4:00 p.m., Friday, October 19, 2018. Bids will be opened at 10:00 a.m. on October 22, 2018.

INVITATION TO BID GASOLINE & DIESEL

Lee County Commissioners Court has authorized the letting of bids for gasoline and diesel. Bids should be mailed to Lee County Clerk P. O. Box 419, Giddings, Texas 78942 or delivered to 843 East Industry, Giddings, TX no later than 4:00 p.m., Friday, October 19, 2018. The bids will be opened at 10:00 am, October 22, 2018 in the Regular Commissioners' Court Meeting.

A. SCOPE OF BID

Bids are solicited for furnishing the merchandise, supplies, and service set forth in this bid request for a period of 1 year beginning November 1, 2018 through October 31, 2019 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Lee County Clerk's office, *unless* otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so.

1. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
 - a. Lee County- Same as County.
 - b. Commissioners' Court- The elected officials of Lee County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. Contract - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. Contractor- The successful Bidder(s) of this bid request.
 - e. County- The government of Lee County, Texas and its authorized representatives.
2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Lee County and the successful bidder for the period designated.

3. Bids must be received by the County Clerk's Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.
4. 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.
5. Lee County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
6. Lee County reserves the right to reject any bid that does not fully respond to each specified item.
7. Bidder must include Employer Identification Number or Social Security Number for the bid to be valid.
8. Should there be a change in ownership or management the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.
9. The County may cancel this contract at any time for any reason, provided a thirty day written notice is given.
10. The bid award shall be based on, but not necessarily limited to the following factors:
 - a. Total price
 - b. Special needs and requirements of Lee County.
 - c. Results of testing samples (if needed)
 - d. Delivery of merchandise
 - e. Lee County's experience with products bid.
 - f. Vendor's past performance record with Lee County.
11. Although the cost of products to be provided is an essential part of the bid, Lee County is not obligated to award a contract on the sole basis of cost.
12. Acceptance of merchandise, delivery, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners' Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
13. Risk of Loss of the goods shall not pass to Lee County until the County actually

accepts and takes possession of the goods at the point or points of delivery.

14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
15. Bids must be submitted on units of quantity specified. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
16. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the County Clerk.
17. Bids must be submitted on the form attached and submitted in a sealed envelope marked "GASOLINE, & DIESEL BID". Bids will not be considered if submitted by telephone, fax, e-mail, or any other means of rapid dispatch, nor will a bid be considered if submitted to any other department other than specifically instructed.
18. If the recipient of this form is unable to bid, the form should be returned to the County Clerk's Office before opening time and a reason given for not bidding if the bidder desired to bid on future purchases of the County.
19. Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.
 - a. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
20. It is our policy not to furnish bid results over the phone. For information regarding bid tabulations, please mail a self-addressed, stamped envelope to receive a copy of the bid sheet.
21. Commissioners Court reserves the option to split the contract between bulk fuel and 'at the pump' gasoline.

C. SPECIAL PROVISIONS FOR BULK FUEL

1. All deliveries of fuel are to be made F.O.B. the Lee County Road & Bridge Department(s), during regular working days, and between the hours of 7:30 A.M. and 3:00 P.M., unless otherwise requested by the County. Deliveries shall be made within 24 hours from the time requested by authorized Lee County personnel. Contractor has the option to gauge and fill tanks at their convenience.

2. The successful Bidder will be required to deliver fuel to Lee County tanks. Tanks are located at all of the following Lee County barns:
 - a. R & B #1 - 1007 PR 1411
 - b. R & B #2 - 1530 South Hwy 77
 - c. R & B #3 - 4466 FM 1624
 - d. R & B #4 - 1056 Walnut Street Lincoln, TX

3. Lee County presently has the following tank capacities, however Contractor should also be able to adjust the amount to be delivered in the event the sizes change. Current tank capacity is:

	Clear diesel	Dyed diesel	87/89/93 Octane Gasoline
Pct. #1	1000Gal.		1000 Gal.
Pct. #2	500 Gal.	500 Gal.	
Pct. #3	2000 Gal.		2000 Gal.
Pct. #4	1000 Gal.	500 Gal.	300 Gal.

4. The successful bidder will be responsible for filing the federal excise tax exemption for dyed diesel and gasoline.

5. The bidders should use the Rack price when calculating the bid. The constant should include the bidder's profit, delivery cost, and any other expenses (not including taxes, loading fee or environmental fees).

D. SPECIAL PROVISIONS FOR 'AT THE PUMP' GASOLINE

1. The successful bidder for 'at the pump' gasoline must have a pumping station in or near the City of Giddings.
2. Lee County shall be billed monthly for purchases. Statement should be itemized. Each individual cardholder should have a unique number so determination can be made as to who purchased the fuel.
3. The successful bidder must furnish Lee County with cards that allow authorized personnel to access the pumps at all hours of the day or night.
4. Lee County retains the right to purchase fuel without regard to this contract in the event the vehicle is out of town when fueling is required.

E. CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract that this bid has

not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed by: _____ Title _____

Typed Name: _____

Company Name: _____ Phone
Number _ _ _ _ _

Mailing Address: _____
P O Box or Street City State
Zip

Employer Identification Number: _____

Social Security Number: _____

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

F. QUOTATION FOR BULK FUEL

Fill in the blanks with unit prices on each product listed below.

All gasoline and diesel prices should be per gallon. Cost of additive in diesel should be included in the bidders constant and the type and specifications of the additive should be included in the bid.

<u>Product Description</u>	Vendors Constant*
87 Octane Gas**	\$ _____
89 Octane Gas**	\$ _____
93 Octane Gas**	\$ _____
Clear Diesel	\$ _____
Dyed Diesel	\$ _____

QUOTATION FOR 'AT THE PUMP' GASOLINE

The following discount will be allowed from Contractors 'at the pump' price _____

Important:

Please note if this price is a monthly average _____ or a daily actual retail price

Discount _____

- Vendors Constant is consistent with Contractors price over rack price. (This should include cost of fuel delivery to bidder, environmental fee, loading fee, delivery of fuel to Lee County tanks, and any other expenses that might be incurred.)

- Minimum octane allowed