

Groesbeck ISD Business Office
1202 N. Ellis
Groesbeck, Texas 76642
254-729-4106

MOTOR FUEL BID SHEET
SEPTEMBER 1, 2019 – AUGUST 31, 2020

BID #19-001

The Groesbeck Independent School District is requesting bids for the purpose of purchasing motor fuel products for the period of September 1, 2019 through August 31, 2020. The bid information will be available online from the GISD website and from the Groesbeck ISD Business Office located at 1202 N. Ellis, Groesbeck, Texas 76642 on August 12, 2019, and bids will be received at the GISD Business Office located at 1202 N. Ellis, Groesbeck, Texas 76642 until 2:00 p.m. local time on August 26, 2019. Bids may be received by mail or delivered in person.

Sealed bid envelopes should be marked "2019-2020 Motor Fuel Bid". Any bids received in any other manner other than in a sealed envelope shall not be considered. Any bid received after 2:00 p.m., August 26, 2019, shall be disqualified. Groesbeck ISD reserves the right to contact bidder after the opening of the bids to clarify any questions the GISD might have. However, no bid adjustments will be allowed. Bid awards are expected to be made at the August 26, 2019 Board meeting of the Board of Trustees. However, GISD reserves the right to adjust the award date and will notify all parties that have submitted a qualified bid of any change to the award date at the earliest possible time.

Bids may be submitted on any/all times contained on the bid sheet. The GISD reserves the right to reject any or all bids and to accept the bid deemed most advantageous to the GISD. The GISD also reserves the right to wave any formalities in the bidding process. The GISD reserves the right to award all or part of the bid to multiple bidders.

GROESBECK INDEPENDENT SCHOOL DISTRICT

QUOTATIONS INSTRUCTIONS AND CONDITIONS

CAUTION: THESE ARE THE ONLY APPROVED INSTRUCTIONS FOR USE IN YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS MUST BE IN WRITING.

1. All quotations must be made on the enclosed form and are subject to rejection if not made on this form. Telephone quotations in lieu of this form will not be accepted. All quotations must be received no later than the time and date set forth. The Board cannot be responsible for lateness of receipt due to mail delays, or unavoidable circumstances. Bids shall be submitted in a sealed and properly identified envelope prior to time stated on the BID NOTICE. The envelope containing your bid should be plainly marked as follows:

**2019-2020 Motor Fuel Bid
Bid No. 19-001
Open 2:00 P.M. August 26, 2019**

2. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
3. All prices are to be F.O.B. destination and include all charges noted in specifications. Any parts or accessories not specifically mentioned which are normally part of the equipment necessary to complete the installation shall be included in the price. Bid prices shall be firm for a period of 90 days from opening date and no bids may be withdrawn without written approval.
4. Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances, and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary warranties for items they propose to furnish.
5. When a particular catalogue, brand name, or manufacturer is specified, this is done to establish type and quality desired and is not intended to eliminate competing articles of equal standard. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, complete details, along with catalogues showing full specifications of each item, should be made part of the bid. If no substitutions are indicated, it will be assumed that quotations are based on our specifications and bidder will be required to furnish items as specified.

6. Samples and layout drawings of fabricated items when required must be furnished free of expense to the District within 10 days of date of request. Samples must be tagged with bidder's name, address, and District bid number. If samples are not used or destroyed in testing, they must be claimed by bidder within 30 days from date of notification or they will become the property of the Groesbeck Independent School District.
7. The Groesbeck Independent School District is exempt from all State sales tax and Federal excise tax and these taxes must be deducted from quotations by the bidder.
8. Time of delivery is part of this consideration and must be stated in definite terms and must be adhered to completely. Vendors should keep the school district advised of the status of orders as failure to meet delivery dates may result in removal from approved bidders list. Delivery of purchases in good condition will be the vendor's responsibility, and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. The vendor is responsible for filing any freight claims for damaged shipments. Delivery shall be made during normal working hours of 8:00 A.M. to 4:00 P.M.
9. The Board reserves the right to award the quotation by individual items or combinations of items, whichever is to the best interest of the District.
10. The Board reserves the right to place orders at quoted prices in excess of the original requirements with the consent of bidder. Quantities are approximate and may be increased or decreased without the consent of the bidder.
11. The Board reserves the right to accept or reject any or all bids or parts thereof and to waive technicalities.
12. All products and materials furnished must comply with all applicable federal, state and local laws, codes and regulations.
13. All quotations must be signed with firm name and by a responsible officer or employee. Person signing bid should show title or authority to bind his firm in a contract. Failure to manually sign bid will disqualify it. If quotations are not made, reasons should be stated on VENDOR ACCEPTANCE FORM and returned in bid envelope; otherwise, non-bidders shall be removed from the bid list.

14. All items bid shall be new, in first class condition including containers suitable for shipment and storage, unless otherwise indicated in bid. The contractor shall guarantee all equipment and materials storage, unless otherwise indicated in bid. Any deviations from specifications must be so noted on the bid form. Verbal agreements to the contrary will not be recognized. The District reserves the right to refuse any merchandise that fails to meet the specifications indicated by the contractor. Unsatisfactory material will be returned at contractor's expense.
15. Equipment shall be assembled and installed at the expense of the vendor unless otherwise specifically provided in the specifications or terms set forth. Installation of movable equipment shall consist of delivery to the point of use, unpacking, assembly and placing as directed. The installation of attached or fixed equipment shall consist, in addition to the above, the fitting, setting in place and anchoring. All piping and/or wiring and all accessories necessary to render equipment operational must be included in the bid.
16. Tabulations of bids will be made available to bidders on written request. This information will not be given over the telephone.
17. Failure to observe the above instructions and conditions will constitute grounds for rejections of a bid or removal from the list of bidders.
18. It is understood and expressly agreed that upon acceptance of any or all items by the Board a contract shall hereby be created.
19. Payment will be made to the contractor within 30 days after the Administration and/or Board have accepted the equipment and approved the installation, if installation is required.
20. The contractor shall provide warranty information and/or company guarantees concerning the products bid. All merchandise that is received and found to be defective shall be replaced by the contractor or fully repaired to the satisfaction of the District before payment is made.
21. This is a quotation inquiry only and implies no obligation on the part of Groesbeck Independent School District.

GROESBECK INDEPENDENT SCHOOL DISTRICT

SPECIFICATIONS AND BID FORMS FOR

BID NO.19-001 MOTOR FUEL

The Groesbeck Independent School District Requests bids for Gasoline. Bidders should read the specifications carefully and indicate any exceptions. Award of bids will be made at the August 26, 2019, meeting of the Board of Trustees with Purchase Orders to be mailed after that date.

This contract may be extended for an additional 12- month period.

The Contractor shall furnish the necessary personnel, services and facilities to provide and deliver fuels requested by the District.

During the term of this contract, the District expects to purchase approximately 20,000 gallons of gasoline and 70,000 gallons of diesel. All purchases must be in accordance with the terms and conditions of this contract. The Transportation Department may order split (or mixed) loads of unleaded gasoline and diesel.

The Contractor will be issued a Purchase Order Number each time a delivery is requested. Orders will be placed by telephone by the Transportation Department for delivery to the Transportation site. Telephone orders without a Purchase Order Number and/or for delivery to locations other than the Transportation site must be rejected by the Contractor.

Deliveries of fuel ordered shall be within two working days following the placing of the order. Deliveries shall be completed between 10:00 A.M. and 3:00 P.M., Monday through Friday. Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck marking to assure accurate measure. If trucks making deliveries are not equipped with proper ticket printers and meters, then an authorized Groesbeck ISD employee must be present to measure tank fuel quantity directly before the delivery, present for the fuel delivery, and will measure tank fuel quantity directly after the delivery of fuel to verify amount of fuel on bill of lading is the amount of fuel delivered to Groesbeck ISD Department of Transportation.

No part of this bid shall be subcontracted to another party for furnishing motor fuel products without approval of the District.

Bidders are required to bid a fixed price differential above or below the average gallon prices posted by the "Oil Price Information Service" (OPIS) Pad 3 Report for Waco, Texas, Rack Prices. The differential must be a firm dollar amount and during the contract shall consist of four (4) decimal places and shall be identified by the bidder as either negative or positive. Pricing must include any applicable state taxes, State Petroleum Storage Tank Redemption Fund and Superfund Assessment.

The price of fuel delivered during the contract will be determined by applying the differential bid to the Pad 3 average price in effect on the date of delivery. The contractor shall furnish GISD with a copy of said report.

Groesbeck Independent School District shall have the right upon each delivery of the fuel or at any other time to determine compliance with such standard by performing test in accordance with the methods prescribed by the American Society for Testing Materials ("ASTM"). If the Contractor questions or disputes the results of test made by the District, Groesbeck Independent School District shall have the right to appoint a chemist to make such test as it may deem necessary.

The expense of such tests shall be paid by the Contractor if it is determined that any fuel failed to satisfy the quality standards set fourth herein, and by the District if it is determined that any fuel satisfied such quality standards.

The Contractor agrees to replace any fuels not meeting District specifications at no cost to the District. The contractor further agrees to repair and make whole all engine damage resulting from the placement of such fuels in District vehicles.

Invoices must detail the items delivered and must reference the Groesbeck Independent School District Purchase Order Number. Each invoice shall be signed by the person accepting delivery.

All bids meeting the intent of this invitation will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions on a separate sheet to be submitted with their bid. The absence of such attachment shall hold the specifications of this invitation.

The District reserves the right to accept or reject any and all bids and to waive technicalities, and to be the sole judge of quality and equality.

This contract does not obligate the District to purchase any specific quantity or dollar amount of fuel in the period named herein. The District shall have the right to purchase all items on an as needed basis.

The contractor will supply a MSD data sheet with each product delivered.

Groesbeck ISD may terminate participation in this contract upon thirty (30) days written notice.

MOTOR FUEL PRODUCTS BID SHEET
SEPTEMBER 1, 2019 – AUGUST 31, 2020
BID #19-001

Furnish for one 10,000-gallon diesel fuel tank and one 10,000-gallon unleaded gasoline tank located at 502 W. Elwood
Enge, Groesbeck, Texas 76642

Motor Fuel	\$ Unit
Unleaded Gasoline Octane Rating of at least 87 (R+M)/2 Method	
Freight	\$ _____
Environment Tax	\$ _____
Misc. Expenses	\$ _____
Over Rack Cost	\$ _____
Total Cost Over Base Gallon Price	\$ _____

Clear Diesel Fuel	\$ Unit
Clear Diesel Fuel, 3, NA 1993, III, #2 Fuel Oil Ultra low sulfur meeting the requirements of 40 CFR 80.29 and is suitable for use by On-Highway Motor Vehicles, differential based upon transport truck supply deliveries. <u>No Bio-diesel to be furnished to GISD.</u>	
Freight	\$ _____
Environment Tax	\$ _____
Misc. Expenses	\$ _____
Over Rack Cost	\$ _____
Total Cost Over Base Gallon Price	\$ _____

Company Name: _____

Company Address: _____

**GROESBECK INDEPENDENT SCHOOL DISTRICT
VENDOR ACCEPTANCE FORM**

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Groesbeck Independent School District that Bidder has read the instructions and specifications provided in the bid and agrees to meet these requirements. The bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the prices(s) and upon the conditions contained in the specifications. The Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Groesbeck Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Groesbeck Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Groesbeck Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Is your principal place of business in Texas? _____Yes _____No

If no, in which state is your principal place of business? _____

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage?

_____Yes _____No

If yes, what is that dollar increment or percentage? _____

For information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

SIGNATURE

NAME (Please type)

TITLE

NAME OF COMPANY (Please type)

MAILING ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

FAX NUMBER

DATE

Check here if you have an address or telephone number change:

YES _____ NO

If you choose not to bid, please return this form with your company name in order to Remain on the bid list.