SPECIFICATIONS FOR PETROLEUM PRODUCTS

MID-GRADE UNLEADED **DIESEL: DYED DIESEL:** OIL: FLEET OIL 30 WT. - 55 GALLON DRUM 10W30 PREMIUM OIL BY CASE **HYDRAULIC FLUIDS:** HYDRAULIC OIL - 5 GALLON AND DRUM TANKS: PRECINCT #1 – WOODVILLE – DYED DIESEL FUEL – 1,000 GALLON REGULAR FUEL -**1,000 GALLON** PRECINCT #2 - CHESTER -CLEAR DIESEL FUEL - 1,000 GALLON DYED DIESEL FUEL - 1,000 GALLON REGULAR FUEL -500 GALLON PRECINCT #3 - COLMESNEIL - CLEAR DIESEL FUEL - 1,000 GALLON DYED DIESEL FUEL - 2,000 GALLON REGULAR FUEL -500 GALLON PRECINCT #4 – SPURGER – CLEAR DIESEL FUEL - 1,000 GALLON DYED DIESEL FUEL - 1,000 GALLON REGULAR FUEL - 500 GALLON SHERIFF – WOODVILLE – MID-GRADE UNLEADED PRICES TO BE GOOD UNTIL _____ (DATE)

GASOLINE: REGULAR UNLEADED

OPTIOION A: INCLUDE DELIVERY FEES TO ALL FOUR (4) PRECINCTS AND SHERIFF DEPARTMENT.

OPTION B: NO DELIVERY/PRODUCTS WILL BE PICKED UP AT PLACE OF BUSINESS.

PLEASE SUBMIT FIVE (5) COPIES ALONG WITH ORIGINAL BID!

FROM: TYLER COUNTY JACKIE SKINNER, COUNTY AUDITOR 507 N. PINE ST. WOODVILLE, TX 75979 (409) 283-3652

TO: ALL INTERESTED VENDORS

BID ID NUMBER 05102021PP
BID TITLE FUEL BID
BID OPENING DATE May 10, 2021
BID OPENING TIME11:00 A.M.
BID AWARD DATE May 10, 2021
BID AWARD TIME11:00 A.M.
MARK ENVELOPE FUEL BID
CONTACT PERSON JACKIE SKINNER, COUNTY AUDITOR

A. SCOPE OF BID

To furnish and deliver all the County's requirements of unleaded gasoline, diesel fuel, and hydraulic and motor oils in the period beginning June 1, 2020 through June 1, 2021 in accordance with the following conditions and specifications and the General Conditions of Bidding on Attachment A, which is attached hereto.

B. CONDITIONS

- 1. Upon acceptance and approval by the Commissioner's Court this bid reflects a working contract between Tyler County and the successful bidder for the period designated.
- 2. Either party may cancel this contract at any time for any reason of consistent unsatisfactory service to the other party, provided a thirty (30) day written notice is given to the other party.

- 3. The successful bidder shall have the exclusive right and duty to provide the products listed herein to the County. The County does not guarantee to purchase any minimum quantities.
- 4. All deliveries are to be made F.O.B. to the designated locations in Tyler County, during regular working days, and between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise requested by either party. Deliveries will be made within 24 hours from the time requested by authorized County personnel.
- 5. 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.
- 6. 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 non-transferable by either party.
- 7. <u>Bidder must include Employer Identification Number or Social Security Number for bid to be valid.</u>
- 8. The County expects these items to be kept in local stock for immediate delivery or available within 24 hour notice. The County will not be responsible for buying any items of excessive stock upon termination of this contact.
- 9. The bid award shall be based on, but not necessarily limited to, the following factors:

UNIT PRICE
TOTAL PRICE
SPECIAL NEEDS AND REQUIREMENTS OF TYLER COUNTY
RESULTS OF TESTING SAMPLES (IF NEEDED)
DELIVERY
TYLER COUNTY'S EXPERIENCE WITH PRODUCT BIDS
VENDOR'S PAST PERFORMANCE RECORD WITH TYLER COUNTY
TYLER COUNTY'S EVALUATION OF VENDOR'S ABILITY

10. Continuing nonperformance by 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 work, equipments, or supplies which are unsatisfactory. The vendor will be given a reasonable opportunity before termination to correct any deficiencies.

11. If vendor fails to deliver by the specified delivery date or is unable to give acceptable reasons for any delay, Tyler County reserves the right to cancel the portion which vendor has failed to deliver within the specified time and to purchase it elsewhere.

C. SPECIFICATIONS

Must be located at a central location in Tyler County with 24/7 availability, along with a generator system.

Regular Unleaded Gasoline 87 Octane Minimum Low Sulfur Diesel Fuel No. 2, Grade Hydraulic and Motor Oil Equivalent to: Esstic 68; Torque 56*; XD 330*

• Subject to applicable Texas Lube Oil Fee

Samples of the above commodity may be taken as delivered at any times and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specification must be removed by the supplies and will not be paid for.

Bidder will be required to furnish third party pollution insurance in the amount of one million dollars per occurrence on all underground storage tanks.

Bid should include a copy of rack price, showing brand names, and submitted on bid form below.

The successful bidder will be required to furnish tanks and equipment equivalent to those owned by the County, as needed. Locations and number of tanks to be determined, not to exceed five (5) storage tanks, not to exceed two (2) 1000 gallon above ground tanks and electric pumps.

D. QUOTATION

This bidder agrees to furnish	gasoline and diesel to	Tyler County, Tex	cas during the period
designated:			

Regular unleaded 87 Octane	(brand name) in accordance				
with specifications, at rack price on	, plus				
cents per gallon, margin of profit to include St taxes.	ate Clean-up Fund less applicable Federal				
Low Sulfur diesel fuel, in accordance with the above specifications at jobber's price on					
, plus	_cents per gallon margin of profit to include				

State Clean-up Fund Fee. The County is a bonded diesel fuel user and is not subject to Federal tax on diesel.

Equivalent to:

Hydraulic and Motor Oil, in accordance with above specifications will be quoted at a Per Cent above dealers cost. Invoices submitted will show dealer cost. The Texas Lube Oil Fee applicable to the designated oils above, will be added to total price after dealer cost plus per cent is computed.

Esstic 68	per cent above cost
Torque 56*	per cent above cost
XD 330*	per cent above cost
E. CERTIFICATION OF BID	
has not been prepared	in that they are duly authorized to execute this contract, that this bid in collision with any other bidder, and that the contents of this bid nicated to any other bidder prior to the official opening of this bid.
SIGNED BY:	TITLE:
PRINTED NAME:	
COMPANY NAME:	
MAILING ADDRESS:	
TELEPHONE NUMBER	:
EMPLOYER NUMBER A	AND/OR SOCIAL SECURITY NUMBER: