

INVITATION TO BID
MOTOR FUELS, OILS, FLUIDS AND GREASES
GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT, "THE DISTRICT"

Sealed bids will be received in the office of Galveston County Consolidated Drainage District, "the District" until 2 p.m. on February 25, 2019 and will be opened immediately in that office in the presence of the Operations Manager and Administrative Manager. Any proposal received after 2 p.m. on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope as follows: **MOTOR FUELS, OILS, FLUIDS AND GREASES BID** along with Bidder's name and return address should be prominently displayed on the envelope.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to the District, including all freight or shipping charges. The District is tax exempt and no taxes should be included in your proposal.

Specifications can be obtained at the District's office located at 1605 Whitaker Dr., Friendswood, TX 77546 or on the District's website: www.gccdd.dst.tx.us. Any questions regarding fuel bid specs should be directed to Joseph Anderson at (281) 482-0404.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via the District's normal accounts payable process.

The District reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the District.

Joseph Anderson
Operations Manager

GENERAL PROVISIONS

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT, "THE DISTRICT"

1. BID PACKAGE

The invitation to bid, general provisions, specifications/line item details, and the bid sheet are all considered part of the bid package. Bids must be submitted in duplicate on the forms provided by the District, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) will disqualify the bid from being considered by the District. Any individual signing on behalf of the bidder expressly affirms that he is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of this contract shall be of no effect unless subsequently awarded and the contract properly executed by the District. All figures must be written in ink or typed. Figures written in pencil or with erasers are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

2. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the District if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bidding procedures must be received in the District office no less than seventy-two hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that the District is seeking.

3. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

4. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to the District, including all freight or shipping charges. The District is tax exempt and no taxes should be included in your bid.

5. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the Operations Manager. The Operations Manager will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for markups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original

cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre-pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

6. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. The bid must be received prior to the submission deadline. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted prior to the District considering of same.

7. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline. The District reserves the right to award this bid on a per line item basis or in its entirety, whichever is in the best interest of the District.

Each Bidder, by submitting a bid, agrees that if their bid is accepted by the District, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the submittal of a fully executed contract and after receiving written notification to proceed from the District. The contractor will perform all services indicated in the bid in compliance with this contract.

Neither Operations Manager nor Administrative Manager are authorized to sign any binding contracts or agreements prior to being properly placed on the District's Agenda and approved at the District's Board Meeting. Operations Manager and Administrative Manager are not authorized to enter into any type of agreement or contract on behalf of the District. Only the District's Board of Directors, acting as a body, may enter into a contract on behalf of the District. Additionally, Operations Manager and Administrative Manager are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the District's Attorney/Legal Counsel prior to being signed by the District's authorized representative.

8. REJECTIONS/DISQUALIFICATION OF BIDS

The District reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the Contract by the District. Bidders may be disqualified and rejection of proposals may be recommended to the Board of Directors for any of (but not limited to) the following causes:

- A. Failure to use the bid form furnished by the District.
- B. Lack of signature by an authorized representative on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

9. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders. The District is not bound by any oral representations, clarifications, or changes made in the written specifications by the District's employees, unless such clarification or change is provided to bidders in a written addendum from the Operations Manager.

10. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by the District. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any District employee, other than the Operations Manager, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

11. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Operations Manager within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Operations Manager will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Operations Manager, such appeal must be made to the District through the Operations Manager. The decision of the District will be final. The District need not consider protests unless the procedure is followed.

12. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Operations Manager in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

13. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the District, its elected officials and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from the contractor's operations under this contract, its use of District facilities and/or equipment for from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the District's facilities with the expressed or implied consent of the District. Contractor shall pay any judgment with cost which may be obtained against the District resulting from contractor's operations under this contract.

14. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in anyone accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident – THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For an injury to or destruction of property in any one accident – ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the District.

15. SPECIAL PROVISIONS

The District requests bids for the purpose of selecting a vendor or vendors to supply Unleaded Regular RFG 10% Gasoline, Diesel Dyed LS TXLED DF2 and Diesel ULS TXLED DF2 and oils, fluids, and greases for use in the District vehicles. Bidders must submit examples detailing the method of calculation of excise taxes, delivery fees, etc., of pricing on invoices delivered to the District.

Delivery will be made to the District as shown on the attached bid sheet. The supplier selected shall furnish the necessary personnel, services and facilities to provide and deliver fuels as ordered. The fuels provided shall meet or exceed the specifications included or attached for Unleaded Regular RFG 10% Gasoline, and Diesel Dyed LS TXLED DF2 and Diesel ULS TXLED DF2. No alcohol extenders or additives are allowed for gasoline products only.

CONTRACT REQUIREMENTS

1. **TERM:** Term of the contract shall be one (1) year from date of acceptance and approval of bid by the District with an option to continue for an additional two (2), one (1) year periods if mutually agreeable.
2. **QUANTITIES:** During the term of this contract the District expects to purchase approximately 4,000 gallons of unleaded gasoline, 5,000 gallons of Diesel Dyed LS TXLED DF2 and 5,000 gallons of Diesel ULS TXLED DF2. Minimum quantities are not guaranteed.
3. **DELIVERY AUTHORIZATION:** The District's authorized Purchasing Agent will furnish vendor with a valid District Purchase Order Number at the time the order is placed. Under no circumstance will the vendor accept an order for delivery to locations other than those on the attached bid sheet.
4. **DELIVERIES:** Deliveries of fuels ordered shall be completed between 7:30 a.m. and 3:30 p.m. Monday through Friday. Orders placed before noon shall be delivered no later than 3:30 p.m. the following work day. Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck markings to assure accurate measure. All delivery trucks must be equipped with a Vapor Recovery System.

If vendor is unable to comply with these requirements, the District reserves the right to purchase fuels in the open market with all costs in excess of established price charged to the account of the vendor. Deliveries to sites other than those shown on the bid sheet are not allowed without authorization from the Operations Manager.

5. **SUBCONTRACTING:** No part of this bid shall be subcontracted to another party for furnishing fuels without the written approval of the District.
6. **INSURANCE:** During the term of this contract the vendor shall carry and pay the premiums for insurance of the types and limits stated herein. No Purchase Order shall be issued without proof of coverage.
 - a. Workers Compensation and Employer's Liability Insurance as required under the laws which apply to the work the contractor's Employees are engaged in.
 - b. Comprehensive General Liability Insurance not less than \$500,000.00 per occurrence Bodily Injury; not less than \$100,000.00 per occurrence Property Damage.
 - c. Automobile Liability Insurance covering all owned, hired, and non-owned automobiles used in this work, but not less than \$500,000.00 per person and \$1,000,000.00 per occurrence for Bodily Injury; not less than \$100,000.00 for Property Damage.
7. **QUALITY ASSURANCE:** The District shall have the right upon each delivery of gasoline or at any time to determine compliance with such standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials ("ASTM"). If the vendor questions or disputes the results of tests made by the District, the District shall have the right to appoint a chemist to make such tests as it may deem necessary.

The expense of such tests shall be paid by the vendor if it is determined that any fuel failed to satisfy the quality standards set forth herein; and the District if it is determined that any gasoline tested satisfied such quality standards. The vendor agrees to replace any fuels not meeting the District's specifications at no cost to the District. The vendor further agrees to repair and make whole all engine damage resulting from the placement of such fuels in District vehicles.

8. TAXES: The District does not pay federal tax on gasoline. Vendor shall furnish any exception certificates needed for Government records.
9. SPECIFICATION: All unleaded fuels shall be produced in accordance with the "ASTM" Standard #D 439 including latest revision, as is applicable to the District. Regular unleaded gasoline shall have a minimum octane rating of 87 based on a formula where the research octane number (RON) and the motor octane number (MON) are added, then divided by 2. Diesel fuel shall conform to the attached specifications for #2 diesel low sulfur with additive. Diesel fuel shall conform to the attached specifications for diesel ULS TXLED DF2.

DIESEL FUEL PROPERTIES

1. To be a fuel oil suitable for use in the diesel internal combustion engines in trucks, tractors, dozers, cranes, graders, shovels, and similar equipment. To be a completely distilled mineral oil meeting the requirements as listed herein. The diesel fuel must be low sulfur with additive.
2. The fuel shall conform to the requirements specified herein when tested in accordance with ASTM-975. The physical properties are as stated on attachment "A"
3. MOTOR OILS, TRANSMISSION FLUIDS AND GREASES: All types of oils, fluids, and greases will be ordered for the District. The types of oils, fluids and greases on this bid are the types that the District has been using. Any reference to types of manufacturers used in the bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Brands other than these specified may be bid if of equal value and effectiveness. Full descriptive literature is to be included with the bid. Suitability of such items will be determined by the Operations Manager and District's authorized Purchasing Agent. The decision of the Operations Manager will be final.