

REQUEST FOR BIDS

Notice to bidders

City of Jasper, Texas

Invitation to Bid unleaded Gasoline and Diesel Fuel 2021 – 2022

The City of Jasper is seeking bidders to furnish and deliver all of the City's requirements of unleaded gasoline, diesel fuel, hydraulic and motor oils in the period beginning (December 2021) through (November 2022) Copies of the specifications are on file, open to the public inspection and available for procurement by potential bidders at the office of the City Secretary, Karen Pumphrey (409) 384-4651.

The City of Jasper reserves the right to reject any or all bids and to waive informalities.

Bids must be submitted in a sealed envelope labeled and delivered no later than 2:00 P.M. on October 27, 2021. The sealed envelope should state as follows:

"Unleaded Gasoline and Diesel Fuel Bid 2021-2022"

City of Jasper

Attn: Karen Pumphrey, City Secretary

465 South Main Street

Jasper, Texas 75951

**INVITATION TO BID UNLEADED GASOLINE AND DIESEL**  
**FUEL 2021 - 2022**

**FROM: City of Jasper**  
**465 South Main Street**  
**Jasper, TX 75951**

**TO: ALL INTERESTED VENDORS**

Bid Title -----Fuel Bid  
Bid Opening Date.....10-27-21  
Bid Opening Time.....2:00 P.M.  
Mark Envelope.....Fuel Bid

**A. SCOPE OF BID:**

To furnish and deliver all the City's requirements of unleaded gasoline, diesel fuel, and hydraulic and motor oils in the period beginning (December 2021) through (November 2022), 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 City Council, this bid reflects a working contract between the City of Jasper 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 City. The City does not guarantee to purchase any minimum quantities.
4. All deliveries are to be made F.O.B. to the designated locations in City of Jasper, during regular working days, and between the hours of 7:00 a.m. and 5:30 p.m. unless otherwise requested by either party. Deliveries will be made within 24 hours from time requested by authorized City personnel.
5. The City 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 City.

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. Bidder must include Employer Identification Number or Social Security Number for bid to be valid.
8. The City expects these items to be kept in local stock for immediate delivery or available within 24 hours' notice.
9. The bid award shall be based on, but not necessarily limited to, the following factors:

Unit Price	Total Price	Delivery
Special Needs and requirements of City of Jasper		
Results of testing samples (if needed)		
City of Jasper experience with products bid		
Vendor's past performance record with City of Jasper		
City of Jasper 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 City. The City shall not pay for work, equipment, 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, the City of Jasper reserves the right to cancel the portion which vendor has failed to deliver within the specified time and to purchase it elsewhere.
12. Under Texas Municipal Procurement Law State law allows a city to provide a preference for local businesses when awarding bids only in specifically authorized situations. In the first situation, if two or more bidders have bids that are identical in nature and amount, with one bidder being a resident of the city and the other bidder or bidders being non-residents, the city council must select the resident bidder. Another provision geared toward purchases of tangible items allows the consideration of a bidder's principal place of business when a city awards a contract.

The statute that states that: “in purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with [either]...the lowest bidder; or...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

A third provision authorizes cities that are purchasing real property, personal property not affixed to real property, or services (with the exception of certain telecommunications services) to enter into a contract with either (1) the lowest bidder; or (2) a bidder whose principal place of business is in the city and whose bid is within five percent of the lowest bid price, if the governing body determines that the local bidder offers the city the best combination of contract price and additional economic development opportunities, including the employment of residents of local government and increased tax revenues. This is now limited to contracts for construction services for less than \$ 100,000.

### **C. SPECIFICATIONS**

Regular Unleaded Gasoline 87 Octane Minimum  
Low Sulfur Diesel Fuel No. 2 Grade  
Hydraulic and Motor oil Equivalent to: Chevron A W 68; Chevron DELO 400LE  
SAE 15w40; Chevron GF M/O 10w30

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

Bids 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 in place at the present time. A list of equipment belonging to current supplier is as follows.

**City of Jasper Shop – 950 N. Main**  
**3 – 275 Gallon Oil Storage Tank with pumps**

**D. QUOTATION**

This bidder agrees to furnish gasoline and diesel to the City of Jasper, Jasper, Texas 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 State Clean-up Fund less applicable Federal taxes.

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 City is a bonded diesel fuel user and is not subject to Federal tax on diesel.

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.

Equivalent to:

Chevron AW 68 \_\_\_\_\_per cent above cost

Chevron DELO 400 LE SAE 15w40 \_\_\_\_\_per cent above cost

Chevron GF M/O 10w30 \_\_\_\_\_per cent above cost

**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: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMPLOYER ID NUMBER AND/OR SOCIAL SECURITY NO, \_\_\_\_\_