City of Weslaco

"The City on the Grow"

David Suarez, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Fidel L. Peña III, Commissioner, District 6

Leonardo Olivares, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the purchase of the following:

Unleaded and Diesel Fuel

Sealed bids addressed to Homer Rhodes, Purchasing Office, will be accepted at the Weslaco City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **March 17, 2014** at which time they will be opened and read aloud. Please mark envelope, **"Sealed Bid-Unleaded and Diesel Fuel, Bid No. 2013-14-03."**

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling (956) 447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, as well as contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids to waive any informalities in the bidding or to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days from the date of the bid opening without taking action for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Unleaded and Diesel Fuel** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **March 17, 2014** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
Purchasing Office
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone : 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email address: _____

Bid No.: 2013-14-03

CITY OF WESLACO
SOLICITATION FOR BID
FY 2013-14
UNLEADED & DIESEL FUEL

IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE AND GOVERN THE PURCHASE PRICE OF REGULAR UNLEADED AND LOW SULFUR DIESEL FUEL FOR USE BY ALL DEPARTMENTS IN THE CITY OF WESLACO.

MINIMUM SPECIFICATIONS:

1. Bid shall be submitted in a sealed envelope upon the blank form attached hereto. Each form must be completely filled out. Bids must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted. They will be returned to respondent unopened (if **Not** properly identified). Failure to meet request for Bid (s) requirements may be grounds for disqualification.

2. Bids MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your Bid. Person signing Bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.** Firm name and authorized signature must appear on each page that calls for this information.

3. Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.

4. Vendor will bid on 4,000 gallon load for Eighty Seven (87) Octane (E-10) Unleaded and 2,000 gallon load Ultra Low Sulfur (B-5) Diesel Fuel.

5. The period of this contract shall be from notification of award date and terminate exactly one year after.

6. Bid shall be a set amount or percent over the Oil Price Information Service (OPIS also referred to as the RACK Price) for the Lower Rio Grande Valley or Harlingen/Edinburg Area. The City of Weslaco recognizes floating nature of fuel prices but seeks to insure a set price above this price. It shall be the vendor's responsibility to include a copy of the OPIS price sheet with every load of fuel delivered and invoiced, with the same date fuel was ordered.

7. Freight Cost as indicated in the Base Bid Price shall remain firm for the term of contract.

8. It is anticipated that the City will have a need for approximately 100,000 gallons of Eighty Seven (87) Octane (E-10) Unleaded Gasoline and 50,000 gallons of Ultra Low Sulfur (B-5) Diesel Fuel throughout the one year term of this contract. This is not to be construed as a guaranteed quantity of purchase from the City of Weslaco.

9. All fuel deliveries shall be made to a central location as may be designated by the City of Weslaco. The City reserves the right to change or add delivery locations.

10. In order for the City to meet its needs, it is understood that during the period of the contract, should successful bidder be unable to supply product, the City reserves the right to obtain product from available sources.

11. It shall be the legal obligation of the vendor during the term of the contract to notify the Purchasing Office of any price decrease in the market and accordingly, reduced prices will be in effect with appropriate documentation as described above.

12. The City is a tax exempt municipality, from Federal Taxes, but not from State Taxes, and an exemption certificate, will be provided upon request, for exemption from federal tax.

13. It shall be the vendor's sole responsibility to insure that the City will be delivered on clean and impurities free Unleaded and Diesel Fuels. Non-compliance with this clause, as evidence by the formation of water or other impurities in the fuel will cause for cancellation of the contract and liability of Vendor for the costs of removal, of water and other impurities.

14. Deliveries shall be made within twenty-four (24) hours after notification unless otherwise instructed, and must be made as called for by the City to the storage tanks at the location designated by the City.

15. Gasoline and Diesel must be metered from the delivery vehicle in to the storage tank. The invoice for fuel furnished shall have the meter volume as delivered stamped thereon. Fill tickets shall accompany transport deliveries. Failure to provide adequate metering devices may be sufficient cause to reject the bid.

16. The vendor agrees to indemnify and save harmless the City, the Purchasing Office, and his/her assistants from all suits and actions of every nature and discretion brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Office, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

17. Respondent shall carefully examine the Bid forms, requirements/specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office (Weslaco City Hall, at (956)447-2240) and obtain clarification by addendum prior to submitting any Bids.

18. **Addenda and Interpretations:**
No Interpretations of the meaning of the specifications or other pre-bid documents will be made orally to any bidder. Every request for such interpretation should be in writing addressed to the City of Weslaco, Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, and to be given consideration must be received at least <u>ten (10) days prior</u> to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda for the specifications which, if issued, will be mailed/faxed or e-mailed (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

19. Location for deliveries: City Warehouse, 1912 Joe Stephens Drive, Weslaco, Texas with City owned pumps. In the event of an emergency or should the City's pumps/equipment be out of service, the successful bidder shall provide emergency tanks, equipment and tankwagon(s) as may be necessary to keep the city's water & sewage treatment plants and fueling station(s) operational. Such equipment shall be supplied at no additional cost to the City and the successful bidder shall honor the bid prices.

20. The City requires contracted service vendors to maintain minimum insurance coverage. The City's insurance requirements are:

    Selected Firm shall obtain, and during the term of the agreement, maintain a policy of general liability insurance from an insurance company authorized to be in business in the State of Texas. The amount of general liability insurance shall not be less than one million dollars ($1,000,000.00) for each occurrence. The insurance policies shall provide that the policies remain in full force during the life of said agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company. The City shall be named as an additional insured on a separate endorsement on these policies.

    Before Selected Firm shall employ any person or persons in the performance of the agreement, Selected Firm shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of Texas.

CITY OF WESLACO
UNLEADED AND DIESEL FUEL
BID FORM

The_____(bidder), having read the instructions and specifications proposes to furnish the Service and Material for the full and firm price indicated below, in full compliance with the specifications.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Terms of delivery to be negotiated with successful bidder.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this_____day of _____, 2014.

# Gallon Estimate	Over Rack Charge	O.P.I.S. Average	Fuel TX Per Gal	Cost Per Gal	Delivery Charge	Cost Per Gal w/Delivery
4,000 U/L	_____	_____	_____	_____	_____	_____
2,000 Dsl	_____	_____	_____	_____	_____	_____

Provide copy of O.P.I.S. used to calculate this bid

Delivery charge based on delivery of approximate gallons:

Estimated annual usage all departments

Unleaded Fuel	100,000 Gallons
Diesel Fuel	50,000 Gallons

This Bid must be signed by an authorized representative to become valid.

Delivery Date:_____

Company: _____Address:_____

City: _____State:_____ Zip Code:_____

E-Mail: _____

Phone Number:_____Fax Number:_____

Authorized Signature:_____Title:_____

_____

Please print above signature