

**INVITATION TO BID ON
MOTOR FUELS FOR
PALO PINTO COUNTY**

Palo Pinto County, Texas is now accepting formal sealed bids on Motor Fuel for all Palo Pinto County departments for a contract period beginning: December 15, 2022 and ending December 14, 2023.

SPECIFICATIONS:

The respective types of motor fuels being sought under this contract are as follows: See exhibit "A" attached hereto and expressly made a part hereto for all purposes.

DELIVERY POINTS:

Mineral Wells, Santo, Mingus, Graford, and Palo Pinto, Texas.
(See Attached List)

ESTIMATED QUANTITIES:

Palo Pinto County will in no way be bound to purchase any predetermined amounts under this contract and all purchases of motor fuels will be based on actual need.

SPECIAL CONTRACT TERMS AND CONDITIONS:

In order to comply with state laws concerning competitive bidding, while maintaining as much continuity as possible between the County and its contracted motor fuel supplier, Palo Pinto County has elected to utilize a "fluctuating price" contract which takes into consideration changing market conditions over a three month period. Each bidder is required to submit the name, address and telephone number of his wholesale supplies(s), so that Palo Pinto County may, at its discretion, spot check current unit prices and freight charges. Bids received without this information will be considered incomplete and will be eliminated from the selection process. The contract will be awarded to the bidder whom in the judgment of the Palo Pinto County Commissioners Court tendered the best bid on the basis of that vendor's price to the County (including all freight and delivery charges) as compared with the same vendor's cost from his wholesale supplier(s) (including all freight and delivery charges). Thus, bids should be clearly devised to detail those particular elements.

Under this agreement, product prices will be allowed to fluctuate within the contract, provided the difference between the contracted vendor's cost and his price to Palo Pinto County remains constant and can be verified at the discretion of the County.

It will be the express responsibility of the contracted vendor to notify the Palo Pinto County Auditor of any change in motor fuel supply price to the County, **PRIOR TO ANY DELIVERY AT THE NEW PRICE** to any facility owned by Palo Pinto County. Failure to notify the County Auditor of such changes, **IN ADVANCE OF ANY DEPARTMENT MAKING AN ORDER**, will be considered a violation of the terms and conditions of the contract. The Palo Pinto County Auditor can be reached on weekdays between 8:00 a.m. and 3:00 p.m. at (940) 659-1243.

SPECIAL NOTICE:

Bidders should carefully note INSTRUCTIONS TO BIDDERS as a form for outlining your bid. After reviewing these materials, if you have any questions concerning this invitation, contact Mike Pierce County Commissioner Pct. #3, at (940) 329-3148.

FORMAL BID ON: MOTOR FUELS
SCHEDULED OPENING DATE: November 28, 2022
SCHEDULED AWARD DATE: December 12, 2022
OPENING/AWARD TIME: 9:00 A.M.
OPENING/AWARD LOCATION: County Courtroom, Palo Pinto Courthouse, Palo Pinto, Texas

INSTRUCTIONS TO BIDDERS:

Bids solicited for furnishing merchandise, supplies, services and/or equipment set forth below:

Completed bid proposals MUST be submitted to the Palo Pinto County Judge's Office located on the 1st floor of the Palo Pinto County Courthouse at 520 Oak St in Palo Pinto, Texas, or mail to P.O. Box 190 Palo Pinto, TX. 76484 no later than Noon on Friday, November 18, 2022. Late bids will be returned to the bidder unopened.

In order to assure your bid is fairly considered, it must be submitted directly by the bidder in a properly sealed envelope clearly marked on its outside surface with the words: "**SEALED BID ON MOTOR FUEL**". Bids marked otherwise or unmarked may be opened by mistake, thereby becoming invalid. **No faxed or emailed bids will be accepted.** Please include the name of the company submitting the bid on the outside of the sealed bid.

It is extremely important that you return ALL pages of this form, with the appropriate information inserted in the spaces provided, so that your bid may be considered valid.

Bids may be withdrawn at any time prior to the official opening by Commissioners Court. Palo Pinto County is exempt from Federal Excise Tax. Therefore, Federal tax must not be included in your bid.

TERMS AND CONDITIONS:

By returning this bid form completed, the bidder certifies that the following terms and conditions are understood and will be met:

1. All delivery charges (freight, inside delivery, installment, etc.) are included in these prices. Delivery will always be prepaid to the Palo Pinto Courthouse, Palo Pinto, Texas, unless otherwise specified by Palo Pinto County.

2. A packing list or other suitable shipping documents shall accompany each shipment and shall show: Name and address of vendor, name and address of receiving department, (Specify the name of individual ordering), Palo Pinto County purchase order number and a written description of the materials shipped, included item numbers, quantities, number of containers and package numbers, if any.
3. If applicable, all insurance requirements, including Workmen's Compensation, shall be met prior to any delivery and shall remain in effect during the life of this agreement or contract.
4. If applicable, the successful bidder must submit copies of insurance certificates to the County Auditor's Office before any work can be started. Payments shall not become due and payable until such certificates have been received.
5. Samples may be requested for testing by Palo Pinto County. Any sample that fails testing may be considered as not complying with the County's specifications and such a situation will be sufficient reason to reject a bid.
6. Continuing non-performance of a bidder in terms of specifications shall be basis of termination of a contract or agreement. Cancellation of such an agreement or contract may be made upon thirty (30) days written notice to the vendor. The County shall not pay for work, equipment or supplies which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however shall in no way be construed as negating the basis for termination for non-performance.
7. Quantities indicated, if any, in the invitation are estimates only, based upon the best available information, Palo Pinto County reserves the right to increase or decrease quantities deemed necessary to satisfy its needs without adjustments to bid prices. Palo Pinto County will not be bound to accept any materials for which it has need.
8. Palo Pinto County reserves the right to reject any and all bids and to award contracts per precincts if that contract is more economically and advantageous for the County per precinct.
9. Commissioners Court reserves the right to refuse to consider any bid submitted by any person or entity that is currently indebted to Palo Pinto County.
10. Palo Pinto County reserves the right to accept minor deviations from specifications in cases where, in the judgment of the Commissioners Court, quality of performance of the product or service will not be adversely affected in regards to meeting the County's requirements.
11. The bid award will be based on, but not necessarily limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, or special needs of Palo Pinto County, prior experience with this or similar products or services, the vendor's past performance, an evaluation of the surplus values. In general, Palo Pinto County will award an agreement or contract to the bidder whom, in the judgment of the Palo Pinto County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County allowing the County

optimum value for the public funds expended. By State Law, Palo Pinto County is bound to purchase from the bidder submitting the lowest and best bid.

12. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

13. Invoices shall be sent directly to the Palo Pinto County Auditor, P.O. Box 159, Palo Pinto, Texas 76484. Payments are processed after the County Auditor has determined that the items have been received in good condition and that no unauthorized substitutes have been made. Invoices must detail the items delivered or services performed and MUST reference the Palo Pinto County Purchase Order Number and the department of the County making the order. All payments must be approved by the Palo Pinto County Commissioners Court.

14. By signing the bidder agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions for a one (1) year period. The period for acceptance of this bid will be thirty (30) calendar days unless a different period is specified by Palo Pinto County.

EXHIBIT A

NAME, ADDRESS & TELEPHONE NUMBER OF BIDDER:

PHONE: _____ CONTACT PERSON: _____
 email address: _____

The undersigned affirms that they are duly authorized to execute this contract, that this company, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned not by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on or to influence any person to bid or not to bid thereon.

SIGNATURE: _____ PRINTED NAME: _____

Please include prices for fuel containing Ethanol and fuel not containing Ethanol.

Please include 3 different days supplier's price was checked (dates provided below) and rack sheets.

EXHIBIT A	ETHANOL		NON-ETHANOL	
Unleaded Gasoline (minimum octane rating of 87)	Date: 10/26/22	Price	Date: 10/26/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Unleaded Gasoline (minimum octane rating of 87)	Date: 10/27/22	Price	Date: 10/27/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Unleaded Gasoline (minimum octane rating of 87)	Date: 10/28/22	Price	Date: 10/28/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				

Regular Gasoline (minimum octane rating of 89)	Date: 10/26/22	Price	Date: 10/26/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Regular Gasoline (minimum octane rating of 89)	Date: 10/27/22	Price	Date: 10/27/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Regular Gasoline (minimum octane rating of 89)	Date: 10/28/22	Price	Date: 10/28/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				

Super Unleaded Gasoline	Date: 10/26/22	Price	Date: 10/26/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Super Unleaded Gasoline	Date: 10/27/22	Price	Date: 10/27/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Super Unleaded Gasoline	Date: 10/28/22	Price	Date: 10/28/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				

Dyed Diesel Fuel (minimum octane rating of 25 and a maximum Sulphur content of 0.3 at 100 degrees Fahrenheit)	Date: 10/26/22	Price	Date: 10/26/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Dyed Diesel Fuel (minimum octane rating of 25 and a maximum Sulphur content of 0.3 at 100 degrees Fahrenheit)	Date: 10/27/22	Price	Date: 10/27/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				
Dyed Diesel Fuel (minimum octane rating of 25 and a maximum Sulphur content of 0.3 at 100 degrees Fahrenheit)	Date: 10/28/22	Price	Date: 10/28/22	Price
Per gallon cost to bidder today				
Per gallon price from bidder today				
Net difference bid				

Palo Pinto County Fuel Tank Locations

Precinct 1 Barn
1348 Palo Pinto Hwy
Palo Pinto, TX 76484

Precinct 2 Barn
11225 Hwy 337
Graford, TX 76449

Precinct 3 Barn
101 Elm Street
Mingus, TX 76463

Precinct 4 Barn
52 Panama Road
Santo, TX 76472

Sheriff's Department
538 Cedar Street
Palo Pinto, TX 76484
(tanks are located on 180
across from County Courthouse)

Chesnut Mountain Tower
1350 Chesnut Mountain Rd
Santo, TX 76472