Date: May 2, 2020

# **PUBLIC NOTICE**

The Titus County Commissioners Court will accept **SEALED BIDS** until **4:30 PM**, **Tuesday**, **May 19, 2020** in the Titus County Auditor's Office for the <u>Purchase of Gasoline and Diesel Fuel</u> for Titus County. Bids will be opened at 9:00 AM, Wednesday, May 20, 2020 in Room 205 in the Titus County Courthouse. Bidders are invited to attend.

Specifications are available from:

Titus County Auditor, Barbara Shurbet

100 W. 1st Street, Suite 106 Mount Pleasant, Texas 75455

903-572-8101

Unit pricing per gallon will apply. No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Bids will be presented to Commissioners Court on Monday, June 8, 2020 at 9:00 AM in Room 205 of the Titus County Courthouse. (www.co.titus.tx.us)

Publish Dates (2): Saturday, May 2

Saturday, May 9

### TITUS COUNTY

### RETURN DEADLINE IS NO LATER THAN 4:30 PM, May 19, 2020

#### SPECIFICATIONS AND BID FORMS SUMMARY

# Gasoline & Diesel Fuel

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

**Documents to be returned with Bid**: 1) Properly Identified Sealed Bid Envelope, 2) Non-Collusion Affidavit (Notarized), 3) Documentation of Rack Price and Date Obtained, 4) Cost Plus Bid Sheet (Signed).

All handwritten signatures must be in ink and all prices must be written legibly in ink or (preferably) typewritten.

#### RETURN BID DOCUMENTS TO:

COUNTY AUDITOR'S OFFICE TITUS COUNTY COURTHOUSE 100 W. 1<sup>ST</sup> STREET, SUITE 106 MT. PLEASANT, TEXAS 75455

Bids received later than the time and date stated above will not be considered.

The Titus County Auditor's Office hours are Monday through Friday from 8 AM until 4:30 PM. Closed for County Holidays.

Bids will be opened on May 20, 2020 at 9:00 AM in Room 205 of the Titus County Courthouse. Bidders are invited to attend.

Bids will be submitted to Commissioners' Court at 9:00 AM on Monday, June 8, 2020 for consideration.

pg 2 of 9

### INVITATION TO BID

# Purchase of Fuel

From: Titus County Auditor

100 W. 1st Street, Suite 106 Mt. Pleasant, Texas 75455

BID NO. 2020-001

Bids will be received at the Titus County Auditor's Office until <u>4:30 PM on May 19, 2020.</u> Bids will be opened May 20, 2020 at 9:00 AM, in Room 205 of the Titus County Courthouse. Bidders are invited to attend. Bids will be presented for consideration at the Commissioners Court meeting on Monday, June 8, 2020 at 9:00 AM in Room 205 of the Titus County Courthouse.

#### A. Scope of Bid

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

#### **B.** Conditions

- 1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Titus County and the successful bidder for 1 year with option to renew for 2 additional years upon agreement by vendor and county. Bids are initially effective July 1, 2020.
- Bids must be received in the Titus County Auditor's Office at the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered in a timely manner.
- 3. 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.
- Titus County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
- Titus County reserves the right to reject any bid that does not fully respond to each specified item.
- 6. Bidder should include employer identification number or social security number.
- Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
   "BID: #2020-001 for the Purchase of Fuel.
- Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.

- 9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.
- 10. 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.
- 10. Titus County may cancel this contract at any time for any reason including consistently unsatisfactory service from the other party provided a thirty day written notice is given to the other party.
- 12. Bidders should state all insurance coverage applicable to this contract. Examples are <u>Workman's</u> <u>Compensation</u>, General Liability, Manufacturer's Liability, etc.
- 13. General Liability insurance is required. The successful vendor must submit copies of insurance certificates for general liability insurance to the County Auditor before any work or delivery can be initiated. Payments shall not become due and payable until such certificates are on file in the auditor's office.
- Titus County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
- 15. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Price
  - c. Special needs and requirements of Titus County
  - d. Results of testing samples
  - e. Delivery
  - f. Titus County's experience with products bid
  - g. Titus County's evaluation of Vendor's ability to fulfill contract.
  - h. Vendor's past performance record with Titus County.
- 16. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the County's sole discretion when all terms and conditions of the contract and specifications have been met to satisfaction, including the submission to the County of any and all documentation as may be required.
- 17. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.
  - If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL such charges and related costs or forfeit the right to payment of such costs.
- 18. Titus County is exempt from certain Federal Excise, State and Local taxes.

19. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

## County Auditor 100 W. 1st Street, Suite 106 Mount Pleasant, Texas 75455

Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Monday noon before the second and fourth Monday.

- 20. Specifications may reference name brands and model numbers. It is not the intent of Titus County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Titus County shall act as sole judge determining in equality and acceptability of items offered.
- C. SPECIAL PROVISIONS Electronic bids will NOT be accepted as these are Sealed Bids.
- D. CONTRACT FULFILLMENT

Titus County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Titus County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

- E. BID NON-COLLUSION AFFADAVIT MUST BE RETURNED WITH BID, NOTARY REOUIRED
- F. SPECIFICATIONS FOR GASOLINE & DIESEL FUEL COST PLUS BASIS
- G. DELIVERY REQUIREMENTS
- H. COST PLUS BID SHEET MUST BE RETURNED WITH BID

Pg50A9

## NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

**COUNTY OF TITUS** 

|   | prity, a Notary Public in and for the State of Texas, on this day personally |
|---|--|
| appeared Charles Bruge                    | , who after being by me duly sworn, did depose and say:                      |
| "I, Charles Bruge h                       | am a duly authorized officer of/agent for                                    |
| Jacpson die Co.                           | and have been duly authorized to execute the foregoing bid on behalf of      |
|   | . I hereby certify that the foregoing bid has not been                       |
| prepared in collusion with any other b    | pidder or other person or persons engaged in the same line of business       |
| prior to the official opening of this bid | d. Further, I certify that the bidder is not now, nor has he been for the    |
|   | concerned in any pool or agreement or combination, to control the price      |
|   | d on, or to influence any person or persons to bid or not to bid thereon."   |
| Name and address of hidder                | 71   |

Name and address of bidder

Jackson Oil Co
310 W 15th St.

Mt. Pleasant, TX 75455

Telephone

903-572-1852

By Charles Burge, Fr. Title Princert

Type Name

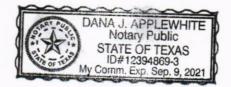
Signature

Signature

SUBSCRIBED AND SWORN to me by the above named Charles Burge, h

on this the 8 day of May ,2020.

Notary Public in and for the State of Texas



pg 6 of 9

### SPECIFICATIONS FOR GASOLINE & DIESEL FUEL COST PLUS BASIS

- Gasoline and Diesel should be bid based on the bidder's cost (rack cost) as of May 8, 2020. If bidder cannot obtain a rack price on this date, then the date of bidder's rack cost must be noted on the Cost Plus Bid Sheet.
- Prices should be quoted on: cost plus basis
  Bids will be awarded based on (1) amount charged in excess of cost, (2) cost of brand of fuel, and
  (3) Applicable items in Section B, Condition 14 of the Invitation to Bid.
- Bidder must submit documentation with their bid of rack pricing for May 8, 2020 or as noted on the Cost Plus Bid Sheet. Any time during the year the Commissioners' Court or Auditor's office may request to see verification of the current terminal price.
- Brand of gasoline and diesel must be specified on bid.
- 5. Include all octane ratings with bids.
- 6. Answer YES or NO if the fuel contains ethanol.
- 7. All invoices and papers connected with the purchase of dyed diesel fuel must state "Dyed Diesel Fuel, non-taxable use only; penalty for taxable use."
- Vendor must be able to make CONTINUOUS availability with a 7 Day Per Week 24 Hours
  Per Day timeline. The continuous delivery location must be centrally located and preferably
  within the city limits of Mount Pleasant, Texas.
- 9. Delivery to County Precincts must be available with a 48 hour notice. See attached list of locations for delivery.
- Vendor must have the ability to document usage separately for each county department including, quantity of fuel, type of fuel, amount of charge, date, etc.
- 11. Unit pricing by gallon or portion thereof is required.

## TITUS COUNTY DELIVERY LOCATIONS

PCT #2 - Commissioner John Fitch

Location: 2898 FM 3417

PCT #4 - Commissioner Jimmy Parker

Location: CR 4265 at FM 1000

Location of continuous availability (7 Days Per Week–24 Hours Per Day) should be as centrally located as possible and preferably within the city limits of Mount Pleasant, Texas. It is the vendor's responsibility to provide this location at no additional cost to the County. All costs are to be included in the Cost Plus Bid Sheet.

Titus County Jail generator - \$175.00 per fill

Two (2) men are required when servicing this location to prevent over-filling.



## COST PLUS BID SHEET

Return SEALED BID for the purchase of gasoline and diesel fuel to:

Titus County Auditor, 100 W. 1st Street, Suite 106, Mt. Pleasant, Texas 75455

The deadline to return the bid is 4:30 PM, May 19, 2020. Bids will be opened at 9:00 AM, on May 20, 2020 in Room 205 of the Titus County Courthouse. Bidders are invited to attend. Bids will be submitted for consideration on June 8, 2020 in Commissioners' Court, Room 205 of the Titus County Courthouse.

Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION: "Bid # 2020-001 for the Purchase of Fuel."

Jackson Oil Company, Inc. 310 W. 15th St., Mt. Pleasant 903-572-1852

| Company Name  | Address                                   | Phone Number 24/7 Pumps - Pct. 2 - Yes |
|---|---|--|
| BRAND Unbranded   | OCTANE 87/93 C                            | ONTAIN ETHANOL Pct. 4 - No (YES OR NO) |
|   | PRICE PER<br>GALLON AT<br>24 HOUR LOCATIO | PRICE PER GALLON AT PRECINCT LOCATIONS |
|   |   | E10 E0                                 |
| Regular Unleaded:<br>Rack Price & Date (Attach to Bid)<br>Profit Per Gallon | .9271<br>.0900                            | .9050 .9271<br>.0900 .0900             |
| Super Unleaded:<br>Rack Price & Date (Attach to Bid)                        | N/A                                       | 1.0337 N/A                             |
| Profit Per Gallon   | N/A                                       | .0900                                  |
| Off Road Diesel Fuel w/ Red Dye:  |   |  |
| Rack Price & Date (Attach to Bid)<br>Profit Per Gallon                      | .8195<br>.0900                            | .0900                                  |
| On Road Diesel Fuel:  |   |  |
| Rack Price & Date (Attach to Bid)<br>Profit Per Gallon                      | .8155<br>.0900                            | .8155<br>.0900                         |
| As a bidder, I understand that insurate work or delivery can be initiated   | nce certificates for general liabil       | ity insurance are required before any  |
| Authorized Signature:   | \\ \ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \   | Title: owner                           |
| Printed Name of Signature: Cha  | arles A. Burge, Jr.                       | Date: 05-15-2020                       |
| Email: jacksonoil@sbcgloba  | al.net Employer                           | · ID #: 75–1285727                     |

- No

05/7/20 17:31 (Voice) 800-779-5779 DTN-Integration TRU1 0009 0074467001 p 2/3

TRUMAN ARNOLD COMPANIES
TRU1 0009 PRF-8494 05-07-20 START MSG

Price Notification

Page Number: 5/7/2020 5:27:30PM

Your Sales Manager:

Customer: JACKSON OIL COMPANY ATTN: CHARLES BURGE

CHAD HEBERT

chebert@tacenergy.com

310 WEST 15TH

MT PLEASANT, TX 75455 DTN:0009

Customer # 258

| Effective Loading Location   | Product | Price               |               |          |
|--|---------|---------------------|---------------|----------|
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 87 E10 LRVP         | .905000       |          |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 87 E10 HRVP         | .905000       |          |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 93 E10 PREM LRVP    | 1.162500      |          |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 93 E10 PREM HRVP    | 1.162500      | i.e.     |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | ULSD #2 TXLED       | .815500       |          |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | ULSD #2 TXLED DYED  | .819500       |          |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | ULSD #2 TXLED B5    | .815500       |          |
| 05/08/2020 00:01 CONTR TYLER DELEK/DEI<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | ULSD #2 TXLED B5 DY | ED .819500    |          |
| 05/08/2020 00:01 CONTR BIG SANDY DELEK<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 87 E10 LRVP         | .915000       |          |
| 05/08/2020 00:01 CONTR BIG SANDY DELEK<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 87 E10 HRVP         | .915000       |          |
| 05/08/2020 00:01 CONTR BIG SANDY DELEK<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 93 E10 PREM LRVP    | 1.172500      |          |
| 05/08/2020 00:01 CONTR BIG SANDY DELEK<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | 93 E10 PREM HRVP    | 1.172500      |          |
| 05/08/2020 00:01 CONTR BIG SANDY DELEK<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | ULSD #2 TXLED       | 8.880000      |          |
|  |         |                     |               |          |
| 05/08/2020 00:01 CONTR BIG SANDY DELEK<br>JACKSON OIL COMPANY TYLER CONTRAC  |         | ULSD #2 TXLED DYED  | 8.884000      |          |
| 05/08/2020 00:01 CONTR MT PLEASANT DEI<br>JACKSON OIL COMPANY MT PLEASANT TX |         | NT VARIOUS,TX 87 E  | E10 LRVP      | .935000  |
| 05/08/2020 00:01 CONTR MT PLEASANT DEI<br>JACKSON OIL COMPANY MT PLEASANT TX |         | NT VARIOUS,TX 87 E  | E10 HRVP      | .935000  |
| 05/08/2020 00:01 CONTR MT PLEASANT DEI<br>JACKSON OIL COMPANY MT PLEASANT TX |         | NT VARIOUS,TX 93 E  | E10 PREM LRVP | 1.182500 |
| 05/08/2020 00:01 CONTR MT PLEASANT DEI<br>JACKSON OIL COMPANY MT PLEASANT TX |         | NT VARIOUS,TX 93 F  | E10 PREM HRVP | 1.182500 |
| 05/08/2020 00:01 CONTR MT PLEASANT DEI<br>JACKSON OIL COMPANY MT PLEASANT TX |         | NT VARIOUS, TX ULS  | SD #2 TXLED   | .845500  |

| Location             | Product | Rank Supplier                                   | Terminal       | Price  | Eff.Date | Eff.Time   |
|----------------------|---------|---|----------------|--------|----------|--|
|                      |         | 5 FM Placid                                     | WtLk-PSX       | 0.8958 | 5/7/2020 | 6:00:00 PM   |
|                      | P93E10  | 1 FM NGL Crude Logistics LLC - PX               | WtLk-PSX       | 1.2337 | 5/8/2020 | 12:00:00 AM  |
|                      |         | 2 FM Placid                                     | WtLk-PSX       | 1.2348 | 5/7/2020 | 6:00:00 PM   |
|                      |         | 3 FM Murphy Unbranded                           | WtLk-PSX       | 1.3148 | 5/7/2020 | 6:00:00 PM   |
|                      |         | 4 FM Phillips 66 Company PSX Unbranded          | WtLk-PSX       | 1.3743 | 5/7/2020 | 6:00:00 PM   |
|                      | P91L78  | 1 FM U.S. Oil Contract - PX                     | WtLk-PSX       | 1.4403 | 5/8/2020 | 12:00:00 AM  |
|                      | U87L78  | 1 FM U.S. Oil Contract - PX                     | WtLk-PSX       | 0.9183 | 5/8/2020 | 12:00:00 AM  |
|                      | 87CBEt  | 1 FM Placid                                     | WtLk-PSX       | 0.8958 | 5/7/2020 | 6:00:00 PM   |
|                      | 93CBEt  | 1 FM Placid                                     | WtLk-PSX       | 1.2348 | 5/7/2020 | 6:00:00 PM   |
| Wynnewood, OK        | Unl 87  | 1 FM Coffeyville Resources R and M Unbranded    | Wynn-Gary Wlms | 0.9271 | 5/7/2020 | 6:00:00 PM   |
|                      | Pre 91  | 1 FM Coffeyville Resources R and M Unbranded    | Wynn-Gary Wlms | 1.0096 | 5/7/2020 | 6:00:00 PM   |
|                      | U87E10  | 1 FM Coffeyville Resources R and M Unbranded    | Wynn-Gary Wlms | 0.8477 | 5/7/2020 | 6:00:00 PM   |
|                      | P93E10  | 1 FM Coffeyville Resources R and M Unbranded    | Wynn-Gary Wlms | 1.0337 | 5/7/2020 | 6:00:00 PM   |
|                      | ULS K1  | 1 FM Coffeyville Resources R and M Unbranded    | Wynn-Gary Wlms | 1.0957 | 5/7/2020 | 6:00:00 PM   |
|                      | LSKEDY  | 1 FM PF Coffeyville Resources R and M Unbranded | Wynn-Gary Wlms | 1.0992 | 5/7/2020 | 6:00:00 PM   |
| Mount Pleasant, TX   | U10L78  | 1 FM Valero Unbranded                           | MtPl-Delek     | 1.0798 | 5/7/2020 | 6:00:00 PM   |
| Wodin't reasonit, TA | U87E10  | 1 FM Delek Refining LTD                         | MtPl-Delek     | 1.0788 | 5/7/2020 | 6:00:00 PM   |
|                      | UL2LED  | 1 FM Delek Refining LTD                         | MtPl-Delek     | 0.8913 | 5/7/2020 | 6:00:00 PM   |
|                      |         | 2 FM Valero Unbranded                           | MtPl-Delek     | 0.9058 | 5/7/2020 | 6:00:00 PM   |
|                      | U2LEDY  | 1 FM Delek Refining LTD                         | MtPl-Delek     | 0.8963 | 5/7/2020 | 6:00:00 PM   |
|                      | 310L78  | 1 FM Valero Unbranded                           | MtPl-Delek     | 1.4248 | 5/7/2020 | CONTRACTOR STATEMENT OF STATEMENT AND STATEM |
| Caddo Mills, TX      | U10L78  | 1 FM Delek Refining LTD                         | CdMl-Sunoco    | 0.9333 | 5/7/2020 | 6:00:00 PM   |
|                      |         | 2 FM Valero Unbranded                           | CdMl-Sunoco    | 0.9373 | 5/7/2020 | 6:00:00 PM   |
|                      | U87E10  | 1 FM Valero Unbranded                           | CdMl-Sunoco    | 0.9373 | 5/7/2020 | 6:00:00 PM   |
|                      |         | 2 FM Motiva Unbranded                           | CdMl-Sunoco    | 0.9531 | 5/7/2020 | 6:00:00 PM   |
|                      | UL2LED  | 1 FM NGL Crude Logistics LLC - MO               | CdMl-Sunoco    | 0.8209 | 5/8/2020 | 12:00:00 AM  |
|                      |         | 2 FM Motiva Unbranded                           | CdMl-Sunoco    | 0.8231 | 5/7/2020 | 6:00:00 PM   |
|                      |         | 3 FM Bunker One                                 | CdMl-Sunoco    | 0.8246 | 5/8/2020 | 12:00:00 AN  |
|                      |         | 4 FM Valero Unbranded                           | CdMl-Sunoco    | 0.8258 | 5/7/2020 | 6:00:00 PN   |
|                      |         | 5 FM Delek Refining LTD                         | CdMl-Sunoco    | 0.8618 | 5/7/2020 | 6:00:00 PN   |
|                      |         | 6 FM Murphy Unbranded                           | CdMl-Sunoco    | 1.0228 | 5/7/2020 | 6:00:00 PM   |
|                      | U2LEDY  | 1 FM NGL Crude Logistics LLC - MO               | CdMl-Sunoco    | 0.8259 | 5/8/2020 | 12:00:00 AM  |
|                      |         | 2 FM Motiva Unbranded                           | CdMl-Sunoco    | 0.8281 | 5/7/2020 | 6:00:00 PN   |
|                      |         | 3 FM Bunker One                                 | CdMl-Sunoco    | 0.8296 | 5/8/2020 | 12:00:00 AN  |
|                      |         | 4 FM Valero Unbranded                           | CdMl-Sunoco    | 0.8308 | 5/7/2020 | 6:00:00 PN   |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          | Jackson Oil Co. Inc<br>310 W 15th Street |    |       | INSURER C:   |              |  |  |
|----------|--|----|-------|--|--------------|--|--|
| INSURED  | Jackson Oil Co. Inc.                     |    |       |  | 10030        |  |  |
|          |  |    |       | INSURER B : Philadelphia Insurance Co A++                | 18058        |  |  |
|          |  |    |       | INSURER(S) AFFORDING COVERAGE INSURER A : Texas Mutual A | 22945        |  |  |
|          | Henderson                                | TX | 75652 | E-MAIL<br>ADDRESS: staceyb@sig4you.com                   | T            |  |  |
|          | Service Insurance Grou<br>121 N Marshall | p  |       |  | 03) 657-6538 |  |  |
| PRODUCER | Comiton Innumeron Consu                  | _  |       | CONTACT Stacey Barton                                    |              |  |  |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| ISR<br>TR |  | ADDL SI |             | POLICY EFF<br>(MM/DD/YYYY) | (MM/DD/YYYY)    | LIMIT                                  | S  |           |
|-----------|--|---------|-------------|----------------------------|-----------------|--|----|-----------|
| 3         | X COMMERCIAL GENERAL LIABILITY                             |         | PHPK2048392 | 10/26/2019                 | 10/26/2020      | EACH OCCURRENCE<br>DAMAGE TO RENTED    | \$ | 1,000,000 |
|           | CLAIMS-MADE X OCCUR  |         |             |                            |                 | PREMISES (Ea occurrence)               | \$ | 100,000   |
|           |  |         |             |                            |                 | MED EXP (Any one person)               | \$ | EXCLUDED  |
|           |  |         |             |                            |                 | PERSONAL & ADV INJURY                  | \$ | 1,000,000 |
|           | GEN'L AGGREGATE LIMIT APPLIES PER:                         |         |             |                            |                 | GENERAL AGGREGATE                      | \$ | 2,000,000 |
|           | POLICY PRO- LOC  |         |             |                            |                 | PRODUCTS - COMP/OP AGG                 | \$ | 2,000,000 |
|           | OTHER:   |         |             |                            |                 |  | \$ |           |
|           | AUTOMOBILE LIABILITY                                       |         | PHPK2048392 | 10/26/2019                 | 10/26/2020      | COMBINED SINGLE LIMIT<br>(Ea accident) | \$ | 1,000,000 |
|           | X ANY AUTO   |         | XIII        |                            |                 | BODILY INJURY (Per person)             | \$ |           |
|           | OWNED SCHEDULED AUTOS ONLY                                 |         |             |                            |                 | BODILY INJURY (Per accident)           | \$ |           |
|           | HIRED NON-OWNED  |         |             |                            |                 | PROPERTY DAMAGE<br>(Per accident)      | \$ |           |
|           | AUTOS ONLY AUTOS ONLY                                      |         |             |                            |                 | _ (r ar acoustry                       | \$ |           |
|           | X UMBRELLA LIAB X OCCUR                                    |         | PHUB696779  | 10/26/2019                 | 10/26/2020      | EACH OCCURRENCE                        | s  | 4,000,000 |
| Ì         | EXCESS LIAB CLAIMS-MADE                                    |         |             |                            |                 | AGGREGATE                              | s  | 4,000,000 |
|           | DED X RETENTIONS 10,000                                    |         |             |                            |                 | Modriedine                             |    |           |
|           | WORKERS COMPENSATION                                       | $\neg$  | 0002005101  | 10/26/2019                 | 10/26/2020      | X PER OTH-                             | •  |           |
|           | AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE |         |             |                            |                 | E.L. EACH ACCIDENT                     | s  | 1,000,00  |
|           | OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                 | N/A     |             |                            |                 | E.L. DISEASE - EA EMPLOYEE             | s  | 1,000,00  |
|           | If yes, describe under DESCRIPTION OF OPERATIONS below     |         |             |                            |                 | E.L. DISEASE - POLICY LIMIT            | \$ | 1,000,000 |
|           | Motor Truck Cargo - Liability Form                         |         | PHPK2048392 | 10/26/2019                 | 10/26/2020      | Limit of Insurance                     |    | \$100,000 |
|           |  |         |             |                            | 1 1 1 1 1 1 1 1 | Deductible                             |    | \$25,00   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GL: Blanket Waiver of Subrogation where required by written contract by endorsement PI-GLD-FDL

GL: Blanket Additional Insured where required by written contract by endorsement PI-GL-005

GL: Primary and Non-Contributory Insurance by endorsement PI-FDL-008

AL: Blanket Additional Insured by contract endorsement PI-FDL-008

AL: Primary and Non Contributory Clause Endorsement by PI-FDL-009
AL: Broadened Pollution Coverage for Covered Autos by endorsement CA9948

AL: MCS90 Endorsement Included

WC: Blanket Waiver of Subrogation by endorsement WC420304 B

UMB: Follow Form

| CERTIFICATE HOLDER                  |           | CANCELLATION  | AI U15798 |
|-------------------------------------|-----------|---|-----------|
| Titus County<br>100 W First St #202 |           | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES THE EXPIRATION DATE THEREOF, NOTICE V ACCORDANCE WITH THE POLICY PROVISIONS. |           |
| Mt Pleasant                         | TX 75455- | AUTHORIZED REPRESENTATIVE   | bines     |

Jackson Oil Company 310 W 15th St Mt Pleasant, TX 75455

> County Auditor's Office Titus County Courthouse 100 W. 1st Street, Suite 106 Mt. Pleasant, TX 75455

Auditor Office

MAY 18 2020

Received JN

moved date stand one number not thenking we fust had a weekind.

GASOLINE & DIESEL FUEL BID



Date: May 2, 2020

# **PUBLIC NOTICE**

The Titus County Commissioners Court will accept **SEALED BIDS** until **4:30 PM**, **Tuesday**, **May 19, 2020** in the Titus County Auditor's Office for the <u>Purchase of Gasoline and Diesel Fuel</u> for Titus County. Bids will be opened at 9:00 AM, Wednesday, May 20, 2020 in Room 205 in the Titus County Courthouse. Bidders are invited to attend.

Specifications are available from:

Titus County Auditor, Barbara Shurbet

100 W. 1st Street, Suite 106 Mount Pleasant, Texas 75455

903-572-8101

Unit pricing per gallon will apply. No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Bids will be presented to Commissioners Court on Monday, June 8, 2020 at 9:00 AM in Room 205 of the Titus County Courthouse. (www.co.titus.tx.us)

Publish Dates (2): Saturday, May 2

Saturday, May 9

### **TITUS COUNTY**

#### RETURN DEADLINE IS NO LATER THAN 4:30 PM, May 19, 2020

## SPECIFICATIONS AND BID FORMS SUMMARY

## Gasoline & Diesel Fuel

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

**Documents to be returned with Bid**: 1) Properly Identified Sealed Bid Envelope, 2) Non-Collusion Affidavit (Notarized), 3) Documentation of Rack Price and Date Obtained, 4) Cost Plus Bid Sheet (Signed).

All handwritten signatures must be in ink and all prices must be written legibly in ink or (preferably) typewritten.

#### RETURN BID DOCUMENTS TO:

COUNTY AUDITOR'S OFFICE TITUS COUNTY COURTHOUSE 100 W. 1<sup>ST</sup> STREET, SUITE 106 MT. PLEASANT, TEXAS 75455

Bids received later than the time and date stated above will not be considered.

The Titus County Auditor's Office hours are Monday through Friday from 8 AM until 4:30 PM. Closed for County Holidays.

Bids will be opened on May 20, 2020 at 9:00 AM in Room 205 of the Titus County Courthouse. Bidders are invited to attend.

Bids will be submitted to Commissioners' Court at 9:00 AM on Monday, June 8, 2020 for consideration.

pg 2 of 9

### INVITATION TO BID

## Purchase of Fuel

From: Titus County Auditor

100 W. 1st Street, Suite 106 Mt. Pleasant, Texas 75455

BID NO. 2020-001

Bids will be received at the Titus County Auditor's Office until <u>4:30 PM on May 19, 2020.</u> Bids will be opened May 20, 2020 at 9:00 AM, in Room 205 of the Titus County Courthouse. Bidders are invited to attend. Bids will be presented for consideration at the Commissioners Court meeting on Monday, June 8, 2020 at 9:00 AM in Room 205 of the Titus County Courthouse.

### A. Scope of Bid

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

#### **B.** Conditions

- 1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Titus County and the successful bidder for 1 year with option to renew for 2 additional years upon agreement by vendor and county. Bids are initially effective July 1, 2020.
- Bids must be received in the Titus County Auditor's Office at the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered in a timely manner.
- 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.
- Titus County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
- Titus County reserves the right to reject any bid that does not fully respond to each specified item.
- 6. Bidder should include employer identification number or social security number.
- Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
   "BID: #2020-001 for the Purchase of Fuel.
- 8. Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.

- 9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.
- 10. 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.
- 10. Titus County may cancel this contract at any time for any reason including consistently unsatisfactory service from the other party provided a thirty day written notice is given to the other party.
- 12. Bidders should state all insurance coverage applicable to this contract. Examples are <u>Workman's</u> <u>Compensation</u>, General Liability, Manufacturer's Liability, etc.
- 13. General Liability insurance is required. The successful vendor must submit copies of insurance certificates for general liability insurance to the County Auditor before any work or delivery can be initiated. Payments shall not become due and payable until such certificates are on file in the auditor's office.
- Titus County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
- 15. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Price
  - c. Special needs and requirements of Titus County
  - d. Results of testing samples
  - e. Delivery
  - f. Titus County's experience with products bid
  - g. Titus County's evaluation of Vendor's ability to fulfill contract.
  - h. Vendor's past performance record with Titus County.
- 16. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the County's sole discretion when all terms and conditions of the contract and specifications have been met to satisfaction, including the submission to the County of any and all documentation as may be required.
- 17. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.
  - If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL such charges and related costs or forfeit the right to payment of such costs.
- 18. Titus County is exempt from certain Federal Excise, State and Local taxes.

19. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

## County Auditor 100 W. 1<sup>st</sup> Street, Suite 106 Mount Pleasant, Texas 75455

Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Monday noon before the second and fourth Monday.

- 20. Specifications may reference name brands and model numbers. It is not the intent of Titus County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Titus County shall act as sole judge determining in equality and acceptability of items offered.
- C. SPECIAL PROVISIONS Electronic bids will NOT be accepted as these are Sealed Bids.
- D. CONTRACT FULFILLMENT

Titus County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Titus County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

- **E. BID NON-COLLUSION AFFADAVIT** MUST BE RETURNED WITH BID, NOTARY REQUIRED
- F. SPECIFICATIONS FOR GASOLINE & DIESEL FUEL COST PLUS BASIS
- G. DELIVERY REQUIREMENTS
- H. COST PLUS BID SHEET MUST BE RETURNED WITH BID

pg50f9

#### NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS COUNTY OF THTUS BOW'S BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chris , who after being by me duly sworn, did depose and say: Johnson am a duly authorized officer of/agent for Distribution and have been duly authorized to execute the foregoing bid on behalf of . I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon." Name and address of bidder 2210 Telephone Type Name Signature ( SUBSCRIBED AND SWORN to me by the above named 20 20 on this the

pg 6 of 9

### SPECIFICATIONS FOR GASOLINE & DIESEL FUEL COST PLUS BASIS

- Gasoline and Diesel should be bid based on the bidder's cost (rack cost) as of May 8, 2020. If bidder cannot obtain a rack price on this date, then the date of bidder's rack cost must be noted on the Cost Plus Bid Sheet.
- Prices should be quoted on: cost plus basis
  Bids will be awarded based on (1) amount charged in excess of cost, (2) cost of brand of fuel, and
  (3) Applicable items in Section B, Condition 14 of the Invitation to Bid.
- Bidder must submit documentation with their bid of rack pricing for May 8, 2020 or as noted on the Cost Plus Bid Sheet. Any time during the year the Commissioners' Court or Auditor's office may request to see verification of the current terminal price.
- 4. Brand of gasoline and diesel must be specified on bid.
- 5. Include all octane ratings with bids.
- 6. Answer YES or NO if the fuel contains ethanol.
- All invoices and papers connected with the purchase of dyed diesel fuel must state "Dyed Diesel Fuel, non-taxable use only; penalty for taxable use."
- 8. Vendor must be able to make CONTINUOUS availability with a 7 Day Per Week 24 Hours Per Day timeline. The continuous delivery location must be centrally located and preferably within the city limits of Mount Pleasant, Texas.
- 9. Delivery to County Precincts must be available with a 48 hour notice. See attached list of locations for delivery.
- 10. Vendor must have the ability to document usage separately for each county department including, quantity of fuel, type of fuel, amount of charge, date, etc.
- 11. Unit pricing by gallon or portion thereof is required.

pg 70f9

# TITUS COUNTY DELIVERY LOCATIONS

PCT #2 - Commissioner John Fitch

Location: 2898 FM 3417

PCT #4 -Commissioner Jimmy Parker

Location: CR 4265 at FM 1000

Location of continuous availability (7 Days Per Week– 24 Hours Per Day) should be as centrally located as possible and preferably within the city limits of Mount Pleasant, Texas. It is the vendor's responsibility to provide this location at no additional cost to the County. All costs are to be included in the Cost Plus Bid Sheet.

### COST PLUS BID SHEET

Return SEALED BID for the purchase of gasoline and diesel fuel to:

Titus County Auditor, 100 W. 1st Street, Suite 106, Mt. Pleasant, Texas 75455

The deadline to return the bid is 4:30 PM, May 19, 2020. Bids will be opened at 9:00 AM, on May 20, 2020 in Room 205 of the Titus County Courthouse. Bidders are invited to attend. Bids will be submitted for consideration on June 8, 2020 in Commissioners' Court, Room 205 of the Titus County Courthouse.

Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION: "Bid # 2020-001 for the Purchase of Fuel."

| Oilco Distributing LL<br>Company Name   | C 205 N.M.                                 | Coy Blud New Bosto<br>Phone Number 903-27 | n,Tx75570<br>16-3082 |
|---|--|---|----------------------|
| BRAND Unbranded OCTANE  | 2 <u>87-91</u> cont                        | AIN ETHANOL WE OFFER                      | both                 |
| _2  | PRICE PER<br>GALLON AT<br>24 HOUR LOCATION | PRICE PER GALLON AT PRECINCT LOCATIONS    |                      |
| Regular Unleaded: Ethano Blend Rack Price & Date (Attach to Bid) Profit Per Gallon        | NA   | 1925 + (20 Tax)                           | 1.125                |
| Super Unleaded: NO E-phanol Rack Price & Date (Attach to Bid) Profit Per Gallon           | N/A  | 12816+(20 Tax)                            | 1.4816               |
| Off Road Diesel Fuel w/ Red Dye: Rack Price & Date (Attach to Bid) Profit Per Gallon      | N/A  | .8955<br>21 Total = 1,105                 | 5                    |
| On Road Diesel Fuel: Rack Price & Date (Attach to Bid) Profit Per Gallon                  | N/A  | .21 Total = 1.3005                        | #1.0905              |
| As a bidder, I understand that insurance certification work or delivery can be initiated. | ates for general liability in              | surance are required before any           |                      |
| Authorized Signature: Chan for  | Tit  | le: Manager                               |                      |
| Printed Name of Signature: (hris)   | ohnson Da                                  | te: 5~19~20                               |                      |
| Email: Oilcoci@yahoo.cor  | Employer ID #                              | <u> 4. 90 1012640</u>                     |                      |

DELEK REFINING

TXLED DIST.

18:00 Change: 05/08/20 Price: ULS-TXLE ULSR-TXL 0.0700 0.0700

0.89050 0.89550

TYLER - TERMINAL 18:00 Change: **KERO AVGSO** 0.0000 0.0000

JANOAD **UNL 87** PRE 91 0.0000 0.0000 0.0150 0.0150 0.70012 1.58328 0.64762 0.60012 1.30450 1.44000

05/08/20 Price:

87E10 93E10 U87L78

TYLER- TERMINAL 18:00 Change:

0.0150 0.0150 0.0150 0.92500 1.31000 1.30450

05/08/20 Price:

#2UB05CX #2UB05RX 0.0700 0.0700

**JETA** 

TYLER - BIO DIST 18:00 Change: 05/08/20 Price:

0.89050 0.89550

BIG SANDY DIESEL 18:00 Change: ULS-TXLE ULSR-TXL ULS ULSR 0.0700 0.0700 0.0700 0.0700 1.21420 1.21920 1.09350 0.35300

05/08/20 Price:

87E10 93E10

18:00 Change: 05/08/20 Price:

BIG SANDY GAS

0.0150 0.0150 1.02000 9.10650

CADDO MILLS TX D 18:00 Change: 05/08/20 Price:

ULS-TXLE ULSR-TXL ULS ULSR 0.0700 0.0700 0.0700 0.0700 0.92600 0.93100 8.72200 0.70450

CADDO MILLS TX G 18:00 Change: 05/08/20 Price:

87E10 93E10 RFG87E10 RFG93E10 0.0150 0.0150 0.0175 0.0150 0.94250 9.45500 1.31450 1.77250

MT PLEASANT TX 18:00 Change: 05/08/20 Price:

87E10 93E10 ULS-TXLE ULSR-TXL ULS ULSR 0.0150 0.0150 0.0700 0.0700 0.0700 0.0700 1.08800 9.10650 0.95550 0.96050 0.95550 8.50700

- All diesel is NON-Bio and is treated with Schaeffer diesel treatment
- We offer both ethanol and non-ethanol blended gasoline
- Strong supply during shortages
- Main supply terminal is out of Waskom, Tx.
- Secondary supply is out of Center, Tx & Tyler, Tx
- We strive to give service within a 24 hour time period
- We also offer several brands of Oil, grease and DEF.

Dilco Distributing
Bid#2020-001 for the purchase & freel

4:06 PM

Auditor Office
MAY 19 2020
Received / SM