



CITY OF ENNIS

CITY OF ENNIS, TEXAS

Invitation to Bid

FOR

FY 2023-2024 ANNUAL FUEL SUPPLY CONTRACT BID

24-117-04



INVITATION TO BID

24-117-04 FY 23-24 Annual Fuel Supply Contract Bid

SECTION I – ADVERTISEMENT AND INVITATION FOR BIDS

The City of Ennis (City) will receive bids for the 23-24 annual Fuel Supply Contract. The Annual Fuel Supply contract bids will consist of the constant, net of taxes, shipping and any other charges to be charged over rack price of the fuel per gallon only.

Approximately up to 100,000 gallons 87 octane midgrade fuel per year

Approximately up to 65,000 gallons Low sulfur diesel fuel per year

Bids will be received until 10:00 A.M. on Friday September 29, 2023.

Sealed bids should be addressed to City of Ennis Purchasing Manager and can be dropped off in person at Ennis City Hall, 107 N. Sherman St. Ennis, Texas 75119, or mailed to P.O. Box 220, Ennis, Texas 75120. The outside of the envelope should also be labeled: "Sealed Bid, Attention City of Ennis Purchasing Manager, 23-24 annual Fuel Supply Contract Bid.

The bids will be publicly opened and read aloud at 11:00 A.M. on Friday, September 29, 2023, at 500 Lake Bardwell Dr., Ennis, TX 75119 in the Equipment Facilities Shop.

All questions should be fielded to Eric Contreras, Equipment Services Superintendent, at econtreras@ennistx.gov or at 500 Lake Bardwell Dr. Ennis Tx, 75119 Equipment Services Facilities (Physical) or call 972-833-1033 at least three (3) business days prior to bid opening. No bidder may withdraw his/her bid within ninety (90) days after the actual date of the opening thereof. The City reserves the right to reject any and all bids and to award the contract to the responsive, responsible bidder who offers the best value to the City.

City of Ennis

By: Eric Contreras

Title: Equipment Services Superintendent

Publish: Sunday September 10, 2023

Sunday September 17, 2023

SECTION II – SCOPE OF WORK

The City of Ennis is requesting bids for the Annual Fuel Supply Contract.

Major name brand required for:

Approximately up to 100,000 gallons 87 octane midgrade fuel per year

Approximately up to 65,000 gallons Low sulfur diesel fuel per year

Bid will be for a 12-month supply, contract will be rebid each year prior to the beginning of the next fiscal year.

A purchase order will be issued at the beginning of fiscal year 2023-2024 starting on 10-1-2023 ending 9-30-2024.

Companies must have a staffed office within a 50-mile radius of the center of the DFW Metroplex.

Fuel must be from branded loading racks within a 70-mile radius of the center of the DFW Metroplex.

Calculations:

We are estimating purchasing up to 100,000 gallons of mid-grade gasoline and 65,000 gallons of low sulfur diesel per year.

Figuring for bidding purposes, Terminal / rack cost at \$0.00

Calculate and show your derivation of your constant for delivery. Constant is Net of taxes.

The constant price shall consist of but not limited to:

- Freight
- Surcharge
- Texas delivery fee
- Federal environmental fee
- Markup
- Pump-off charges

Delivery will be to 3031 S Oak grove Rd. Ennis Texas 75119

Tanks are 12,000 gallon above ground each per product, Truck-pump off required.

Deliveries will normally be full tanker loads each trip, split loads only on a special circumstance.

The City of Ennis will call for deliveries as needed.

SECTION III – INSTRUCTIONS & GENERAL TERMS & CONDITIONS

1. SUBMISSION OF BIDS AND DEADLINE:

Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected. Sealed bids shall be appropriately signed by a person having the authority to bind the firm into a contract.

2. LATE BIDS:

Late Bids shall not be accepted.

3. NAME OF BIDDER: The Bidder must give full name and address. Failure to manually sign the Bid will disqualify it. The individual signing the Bid shall provide title and authority to bind the bidding firm into a contract.

4. FUNDING: Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

5. ALTERING BIDS: Bids shall not be altered or amended after the time of opening. Any alterations made before opening occurs must be initialed by the Bidder or his/her authorized agent. No bid may be withdrawn after opening without approval and based upon the submission of a written and acceptable reason.

6. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and the Bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of the Contract, all prices shall be firm and valid for the duration of the Contract.

7. BID AWARD: The City will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein, or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the Contract will be awarded, the City also reserves the right to consider the location of the Bidder's principal place of business, as provided by Section 271.905 or Section 271.9051 (as applicable) of the Texas Local Government Code. The City may negotiate additional work, as deemed appropriate and consistent with State Law and with the intent and terms of the resulting contract.

In awarding the bid, the following criteria will be used:

- a. The purchase price;

- b. The reputation of the Bidder and of the Bidder's goods or services;
- c. The quality and extent to which the goods or services meet the City's needs;
- d. The Bidder's past relationship with the City;
- e. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- f. The criteria listed under the other sections of the Terms and Conditions of this Bid packet as well as the Specifications.

The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid. The City also reserves the right to award this Bid to alternate bidders should the primary vendor become unable or unwilling to complete the contract term. All terms and conditions of the original bid will remain in effect.

- 8. **CONTRACT:** This Bid, when properly accepted by the City, shall constitute a contract equally binding between the successful Bidder and the City. The City may delay acceptance of bids for thirty (30) days from the date of opening. No different or additional terms will become a part of this Contract with the exception of Change Orders. If a product fails to perform as stated, the Contract is invalid, and another supplier will be chosen.
- 9. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City
- 10. **PRICES:** QUOTE F.O.B. destination City of Ennis 3031 Oak Grove Rd, Ennis, TX 75119. Bid prices must be firm for the duration of the contract. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; do not include tax in the Bid. Unit price should reflect all charges, including transportation or freight costs. Bidder shall bid Unit Price on quantity specified, extend, and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered. Successful bidders shall be required to provide a W-9 Taxpayer Identification Number and Certification.
- 11. **IF DURING THE** life of the Contract, the successful Bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of the price reduction shall be extended to the City.
- 12. **DELIVERY:** All delivery charges are to be included in the Bid Price. QUOTE F.O.B. destination City of Ennis, 3031 Oak Grove Rd, Ennis, TX 75119.
- 13. **CONFLICT OF INTEREST:** Refer to Attachment V.
- 14. **ETHICS:** The Bidder shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

15. EXCEPTIONS/SUBSTITUTIONS: Exceptions and substitutions to the specifications shall not be considered.

16. ADDENDA: The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications via the City website at <https://www.ennistx.gov/PublicNotices>. Check website for updates prior to submitting bids.

17. BID MUST COMPLY with all federal, state, and local laws concerning types of products specified.

18. DESIGN, STRENGTH, AND QUALITY of materials must conform to the highest standards of manufacturing practice.

19. MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration

20. BIDDER SHALL PROVIDE with this bid response, all documentation required by this SPECIFICATION. Failure to provide information specifically requested may result in rejection of the bid. If items being bid are of a vehicle or equipment nature, the Vendor shall complete all title paperwork and provide a complete set of repair manuals for each different type of vehicle or equipment.

21. INDEMNIFICATION: The Contractor agrees and shall indemnify and hold harmless the City, as well as, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes or action, suits, and liability of every kind, including all, but not limited to, any and all claims involving patent right infringement or copyrights on goods supplied, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this Contract.

22. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, until acceptance of performance or services ordered or until terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City reserves the right to

award cancelled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. The City reserves the right to hold the original Contractor responsible for any resultant increase in cost.

23. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of the Contract or default authorizes the City to exercise any or all rights. The City may exercise any right or pursue any remedy available at law or in equity for breach of this Contract. The exercise of any right or pursuit of any remedy by the City for breach of this Contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this Contract, under law, or in equity.

In the event the successful Bidder shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. The Bidder, in submitting this bid, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

24. NOTICE: Any notice provided by this Bid (or required by Law at the address so provided) to be given to the successful Bidder by the City shall be conclusively deemed to have been given and received on the next days after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

25. PURCHASE ORDER: A purchase order shall be generated by the City to the successful Bidder. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

26. EACH INVOICE shall be numbered and shall show

- a. name and address of the successful Bidder,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

27. PAYMENT will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

28. ITEMS, if any, supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder at the next service date, at no expense to the City. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the Owner's expense at the discretion of the City.

29. SERVICES AND SUPPLIES: Services and supplies under this Contract shall be subject to the City's approval. Services or supplies found defective or not meeting specifications shall be corrected at no expense to the City.

30. SUPPORTING INFORMATION: The successful Bidder shall warrant that all items/services shall conform to the proposed specifications.

When requested, bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications. Failure to include supporting data specifically requested may be cause for rejection of the Bid.

- a) **Warranty** – Include warranty information with the Bid. Warranties may be a consideration of Bid Award. Only standard pre-published warranties will be considered.
- b) **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

31. APPLICABLE LAW AND VENUE: This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

32. EQUAL EMPLOYMENT OPPORTUNITY: The successful Bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Bidder shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

33. ASSIGNMENT: The successful Bidder shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the City.

34. SILENCE OF SPECIFICATION: The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

35. BID BOND: No bid bond is required by the City for these items.

36. PERFORMANCE BOND: No performance bond is required by the City.

37. INSURANCE: The City requires vendor(s) to carry the minimum insurance, as required by State Law. The successful Bidder must show proof, upon request, of Comprehensive General Liability with product and complete Operation Coverage in the amount of \$1,000,000.

38. PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable laws, regulations, and policy of this jurisdiction.

39. NONRESIDENT BIDDERS: Texas State Law requires that the City give preference to Texas Resident Bidders at an amount that a Texas Resident Bidder would be required to underbid a Nonresident Bidder in order to obtain a comparable contract in the State in which the Nonresident's principal place of business is located. Preferences may or may not apply, but will be enforced as prescribed in Texas Government Code Chapter 2252, Subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that Bidder. Certification is included in the Bid Affidavit to follow.

40. SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as an independent contractor. No part of this Contract shall be subcontracted out, without proper notification AND written consent from the City.

41. INCLEMENT WEATHER: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend the deadline.

SECTION IV – REQUIRED FORMS
BID FORM

Purchase Price Constant should include all costs, including but not limited to delivery or freight charges. The City of Ennis does not pay Federal taxes on fuel.

Supplier: _____

Bid Price Constant

Midgrade 87 Octane gasoline: _____

Clear Low sulfur, ON road Diesel: _____

Any exceptions or deviations noted: ___YES ___NO

Delivery: (average Number of Days from order) _____

Price Quote Valid Until: _____

Please note any exceptions to specifications:

SIGNATURE: _____

COMPANY: _____

TITLE: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

DATE: _____

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY