

**FRIO COUNTY SPECIFICATION AND BID FORM FOR
LOW SULFUR DIESEL**

*** This Bid Form must be used, or Bid will be rejected ***

RE: Bid for purchase of Low Sulfur Diesel by Frio County

Please consider my bid to sell Low Sulfur Diesel Fuel to Frio County under the following terms:

1. The term of this bid shall be for a period beginning October 01, 2024, and continuing to September 30, 2025.
2. Definitions:
 - a. Cost of fuel is defined for the purpose of this contract as the actual cost of LOW SULFUR DIESEL FUEL delivered fuel to Seller, at the Posted Terminal Price (rack price), listed as amount per gallon, F.O.B. Refiner's Depot.
 - b. Posted Terminal Price (rack price) is an amount paid at the refiner's terminal for fuel delivered to COUNTY on the date of delivery, listed as amount per gallon, F.O.B. Refiner's Depot.
 - c. Overhead/Profit Factor is defined for the purpose of this contract as the amount per gallon bid under this contract for all other costs of the fuel, including bidder profit, transportation and overhead expenses, delivered to the appropriate locations at the direction of Frio County officials. This is the factor that is the subject of this bid.
3. Seller agrees to furnish to the Frio County Auditor information to separately verify the cost of fuel, when delivered, at the time that billing is made to Frio County for each delivery of the fuel.
4. All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract. Certification of such coverage must be provided to the County upon request.
5. The bid includes meeting all requirements to deliver complete title to the Low Sulfur Diesel Fuel to Frio County.
6. The Low Sulfur Diesel Fuel will be delivered into tanks of Frio County by agents or employees of Seller, as designated by a representative of Frio County, Texas.
7. All fuel and cost of delivery into tanks of Frio County, Texas will be assumed and paid by Frio County.
8. This contract is subject to fuel availability as restricted by Federal Law or Regulation.
9. This contract will be immediately canceled if it is found by Commissioner's Court that its continued performance endangers the citizens, personnel, or property of Frio County or the environment.

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10. Contractors shall indemnify and hold Frio County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.
11. All deliveries will be made by the Seller within 24 hours after notification by a representative of Frio County of the need for fuel delivery. Delivery shall be made at the location designated by Frio County representatives and during the normal working hours of 7:00 a.m. to 3:30 p.m. No less than five hundred gallons will be required to be delivered to any one location under the terms of this bid contract.
12. If the Seller is unable to deliver the requested items within the delivery time specified in this contract, Frio County reserves the right to purchase them from another supplier and, at Frio County's option, to either recover from the Seller as liquidated damages or offset against the price due for fuel subsequently supplied by the Seller any amount by which the cost of such substituted fuel exceeds the contract price which would have been applicable, together with the cost of any incidentals expenses reasonably incurred by the County in making such substituted purchase (s) and the amount of any consequential damages allowed by law.
13. Extreme care must be taken by the Seller to avoid fuel spills. The tanker trucks must always be attended during fuel off-loading. Any costs incurred as a result of fuel spills due to negligence on the part of the Seller, its agents or employees, or due to equipment malfunction, will be borne by the seller and may be grounds for termination of the contract at Frio County's option.
14. This bid is submitted with understanding that it will require delivery of the fuel to County fuel storage tanks at any location in Frio County.
15. The County does not guarantee that any definite amount of fuel will be purchased under this agreement.
16. The minimum quality requirements of this bid contract are:
 - a. On Low Sulfur Diesel, the fuel furnished shall be motor fuel grade number 2 Diesel with cetane rating of 40 or better.
 - b. Seller agrees to attach to this bid document as Exhibit A, the manufacturer's specifications of the Low Sulfur Diesel Fuel bid by Seller.
17. The quantity of fuel delivered under the terms of this contract shall be determined by the Seller with meters calibrated to meet the standards of the Texas Department of Agriculture. Frio County will reserve the right to monitor the quantity calculation at the point of delivery.

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18. Fluctuation of the Posted Terminal Price (rack price) is expected and allowed but evidence of the Posted Terminal Price will be required for each purchase throughout the term of this contract. Each invoice must be accompanied by a copy of the refiner's posted terminal price in effect at the time of delivery.
19. This contract shall be regarded as requiring that only the best commercial practice is to be prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made based on this statement.
20. By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever regarding subrogation against Frio County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.
21. Under the "Hazardous Communication Act" commonly known as the "Texas Right to Know Act," a contractor must provide the County material safety data sheets as is applicable to hazardous substances defined in the Act. Seller is obligated to maintain a current, updated file in the Frio Auditor's Office, containing material safety data.
22. The Cost of Fuel together with the amount of the Overhead/Profit factor indicated, as this Bid shall constitute the entire consideration of the delivery of the fuel required by Frio County and no additional cost shall be paid by Frio County. All costs of delivery, any administrative costs, applicable taxes and other costs accruing to the Seller will be the responsibility of Seller.
23. Seller is not authorized to officially begin work or make delivery until a contract, signed by the County Judge, is executed and a duly authorized purchase order has been issued. Frio County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
24. The Seller may not assign, sell or otherwise transfer this contract without written permission of the Frio County Commissioner's Court.
25. The County reserves the right to award this contract to the lowest and best bidder in a specific area or areas based on the most convenient location (s) for the using department. Criteria utilized by Frio County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facility or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance.

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The full consideration for the fuel furnished shall be as follows:

a. San Antonio distributor rack price per gallon \$ _____

b. State Tax \$ _____

c. Distributor's profit margin per gallon \$ _____

TOTAL PRICE PER GALLON \$ _____

RACK PRICES TO BE DETERMINED BASED ON JULY 18, 2024 AND TO BE ADJUSTED EACH TIME OF DELIVERY. **No additional fees or charges will be allowed.**

OVERHEAD/PROFIT FACTOR OF THE BID INCLUDES ALL APPLICABLE TAXES ACCURING TO FRIO COUNTY, TEXAS AS BUYER, CALCULATED AND REMITTED BY SELLER, TRANSPORTATION FOR DELIVERY TO SITES DESIGNATED BY COUNTY, THE STORAGE TANK REMEDIATION FUND FEES, AND BIDDER'S PROFIT MARGIN.

I AM AWARE OF THE FACT THAT THE AMOUNT DESIGNED AS "OVERHEAD/PROFIT FACTOR" CANNOT BE CHANGED DURING THE TERM OF THIS CONTRACT.

Seller (Please Print):

Address:

Phone Number:

City, State, Zip:

Tax ID Number:

Signature:

NAME OF SELLER'S LIABILITY COMPANY:

NAME OF SELLER'S WORKERS' COMPENSATION INSURANCE COMPANY:
