



REQUEST FOR SEALED BIDS

RFB NO. 24-010-03-28

**PURCHASE OF UNLEADED PLUS
(89 OCTANE RATING)**

AND

**HIGHWAY DIESEL FUEL
(ULTRA-LOW SULFUR)**



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on RFB NO. 24-010-03-28 as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to MARCH 22, 2024, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: _____
[Please print or type name] [Title]

Address: _____
[Mailing]

[Street, if different]

Telephone: _____
[Print or type telephone number]

Fax: _____
Print or type telephone number]

Email: _____
[Print or type]

INVITATION TO BID

Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, MARCH 28, 2024 at 10:00 a.m.**, for **RFB NO. 24-010-03-28 PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)** at which time they will be taken to the City Hall EOC Conference Room located at 512 S. Nebraska Avenue, San Juan, Texas 78589-2649 and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSAL
PURCHASE OF UNLEADED PLUS (89 OCTANE RATING)
AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)
RFB NO. 24-010-03-28
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division at (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

A Pre-Bid Conference will be held on Monday, March 18, 2024 at the San Juan City Hall EOC Conference Room located at 512 S. Nebraska, San Juan, Texas at 10:00 a.m.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a bid to provide **PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFB is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFB should be emailed to lmaldonado@sjtx.us including in the subject line "**PURCHASE OF UNLEADED PLUS (89 OCTANE RATING) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)– RFB NO. 24-010-03-28**". In all emails, please include in the subject line the RFB name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

CITY OF SAN JUAN INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the Unleaded Plus (89 octane rating) and Diesel Highway (ultra-low sulfur) fuel offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the fuel be provided as specified.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

PURCHASE OF UNLEADED PLUS (89 OCTANE) AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)

INTENT

The unleaded plus and diesel highway fuel to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Bids will be submitted in sealed envelope; the envelope must be marked on the outside as follows:

**REQUEST FOR SEALED PROPOSAL
PURCHASE OF UNLEADED PLUS (89 OCTANE RATING)
AND HIGHWAY DIESEL FUEL (ULTRA-LOW SULFUR)
RFB NO. 24-010-03-28
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bidders shall be required to submit **One (1) original and One (1) USB** of bid on the Invitation to Bid packet. **Bids submitted by fax or electronically will not be accepted.** Submittal of a bid in response to this solicitation for bids constitutes an offer by the bidder and if accepted by the City constitutes a contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. **No late bids will be accepted.** Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Bidders shall provide proof of insurance for General Liability, Auto Liability and Workers' Compensation when submitting bid.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

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

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the fuel specification has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Division for the City of San Juan.

INTERPRETATIONS

Any questions concerning the specifications/requirements with regards to this solicitation for bids shall be directed to the designated individuals as outlined in the bids. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via an Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

PROOF OF INSURANCE

Bidder shall provide a copy of their General Liability, Auto Liability and Workers' Compensation insurance as part of packet. If insurance is not provided, bid packet will be voided. Comprehensive General Liability \$1,000,000.00, Bodily Injury Property Damage \$1,000,000.00 (Per Occurance)

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any

other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no 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 violates Section 176,006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

INSURANCE REQUIREMENTS

The Bidders agree to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law and/or as required by the City of San Juan, Texas, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agree to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, **therefore providing the best value.** Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bidders are advised that failure to complete the requirements within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

It is understood that the unleaded plus and highway diesel requirements are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. **Price quoted must be from the Oil Price Information Service (OPIS)** from October 1, 2023, ending on September 30, 2024, with the option to extend the contract for an additional two (2) years, with one year intervals. **OPIS pricing must be used** for the additional two (2) years ending September 30, 2026. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

CITY OF SAN JUAN
Supply Contract for Purchase of
Unleaded Plus (89 Octane) and Highway Diesel Fuel (Ultra-Low Sulfur)

Please read specification thoroughly and make sure that the lubricants offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the lubricants be provided as specified.

UNLEADED PLUS (89 OCTANE RATING) AND DIESEL HIGHWAY (ULTRA-LOW SULFUR) FUEL

All specifications shown are minimum.

- Bids are to be submitted in sealed envelopes upon the blank form of bid attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. **Failure to meet bidding requirements may be grounds for disqualification.**
- **Bids are to have full firm name and address of Bidder and manually signed,** failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her company in a contract.
- Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.
- No substitution or cancellations will be permitted without written approval of City of San Juan.
- Delivery of product shall be on the day the City personnel placed the order.
- If a delay is foreseen, Bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such unleaded plus and highway diesel elsewhere and charged increase cost and handling to defaulting Bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful Bidder.

- The City may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.
- The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed be the lowest most advantageous for the City.
- The Bidder agrees to indemnify and save harmless the City, the Purchasing Division, and all personnel from all suits and actions of every nature and description brought against them or any

of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to Leroy Gonzales, Director of Finance, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

- Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the Bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A. Maldonado, Purchasing Agent, and obtain clarification by addendum prior to submitting bid.
- The City of San Juan will execute payment by mail in accordance to the State of Texas Payment Act after invoice has been received for those quantities of fuel that have been delivered. No other method of payment will be considered.
- Where in this bid package fuel is used, its meaning will refer to the Supply Contract for the purchase of Unleaded Plus and Highway Diesel.
- Number of days stated on bid form for complete delivery will be a factor in the evaluation and award of bid.
- Proof of General Liability, Auto Liability and Workers' Compensation Insurance must be provided in the bid packet.
- The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.
- Contract will be for a period of one (1) year beginning on May 1, 2024 to April 30, 2025 with the option of renewing the contract for two (2) additional years, with one year intervals ending on April 30, 2027.
- Payment will be made for delivered quantities only.
- Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.
- Estimated Fuel Consumption for Fiscal Year 2022 – 2023 is as follows:

Unleaded - 76,000 gallons

Diesel - 103,000 gallons

**CITY OF SAN JUAN
PURCHASE OF UNLEADED PLUS AND HIGHWAY DIESEL**

RFB NO. 24-010-03-28 - Supply contract for the purchase of Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur).

BID OPENING DATE: March 28, 2024 at 10:00 a.m.

Please read your specifications thoroughly and be sure that the items offered comply(ies) with all requirements.

The solicited bids are to provide the following at the said locations (107 E. Hall Acres and 701 S. Nebraska -rear, San Juan, TX 78589):

1. Bidder is to provide one (1) 6,000-gallon tank per site at no cost. Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the **UNLEADED PLUS** fuel.
2. Bidder is to provide one (1) 6,000-gallon tank per site at no cost. Maintenance free tanks, nozzles and meters, must be provided **free of charge** for the **DIESEL** highway.
3. Unleaded Plus (89 Octane Rating) and Diesel Highway Fuel (Ultra-low Sulfur) is to be delivered free of charge to the City of San Juan.
4. Delivery of fuel must be done on the same day when the order is placed.
5. Bidder must be able to provide delivery on Saturday and Sunday when applicable.
6. Bidder must be able to provide fuel on an emergency basis after business hours, if applicable.
7. Bidder must provide retractable hoses, nozzle hang-ups, weekly maintenance report and bi-yearly (6 mos.) cleanup of tanks.
8. In case of a disaster when fuel is not readily available, bidder must give the City of San Juan **first priority to purchase fuel**.
9. Contract will be for one (1) year with an additional two (2) years (with one-year intervals).
10. Bidder must provide containment area at both (2) sites (cement or center block).
11. Bidder must properly label all tanks.
12. Installation of emergency cut-off switches must be provided at both (2) sites.
13. Installation of all wiring must be provided by bidder
14. A bid meeting will be held one week after bid has been announced
15. Bidder must supply fueling system so that the City of San Juan can monitor usage

16. Once contract is voided or expired, bidder must allow up to six (6) months for removal of tanks and all equipment.

The City of San Juan reserves the right to refuse and reject any and all bids, and to waive any or all formalities or technicalities, and award the contract as may be deemed to be the best and most advantageous to the City of San Juan.

Quotations are request for furnished materials or services described below in accordance with term set forth herein. **Bidders are to include one (1) original and one (1) USB of quote.**

1	*Base Price (OPIS average for November, 2023)		\$ _____		\$ _____
2	Delivery Margin		\$ _____		\$ _____
3	Federal Fuel Taxes		\$ _____		\$ _____
4	State Fuel Taxes		\$ _____		\$ _____
5	Delivered Price		\$ _____		\$ _____
		Number of day(s) for delivery: _____			
*Base price shall always be an OPIS average					

Note: Bidder is to provide storage tanks and pumps free of charge to the City.

The undersigned hereby agrees, unless hereinafter stated otherwise, to furnish all materials shown and outlined in the specifications. The bidder further agrees that the City reserves the right to accept or reject any or all bids, waive any or all formalities, and accept the bid seemed most advantageous to the City and hold the bids for a period of 60 days without taking action thereon.

Bid not submitted on this format will not be taken into consideration.

COMPANY

Company Name

Print Name

Address

Authorized Signature

City, State Zip Code

Title of Signatory

Phone Number

CITY OF SAN JUAN

CITY MANAGER, Print Name

CITY MANGER, Authorized Signature

512 S. NEBRAKSA
Address

San Juan Texas 78589
City State Zip Code

956-223-2200
Phone Number