

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Gasoline, Unleaded
Bid No. 18-07

Sealed bids will be received until 2:00 p.m. on
February 9, 2018

Return Bid to:

City of Killeen
Attn: Purchasing Division
802 N. 2nd Street, Bldg. E
Killeen, Texas 76541

**CITY OF KILLEEN
BID # 18-07 GASOLINE, UNLEADED SERVICES
TABLE OF CONTENTS**

- I. NOTICE TO BIDDERS
- II. INFORMATION AND INSTRUCTION TO BIDDERS
- III. CITY OF KILLEEN TERMS AND CONDITIONS
- IV. ADDITIONAL QUESTIONS
- V. REFERENCES
- VI. BID SPECIFICATIONS
- VII. BID FORM
- VIII. BIDDER'S CHECKLIST
- IX. CONTRACT

I. NOTICE TO BIDDERS

**Notice to Bidders
Bid 18-07
Unleaded Gasoline
Killeen-Fort Hood Regional Airport
City of Killeen, Texas**

Notice is hereby given that the City of Killeen will receive sealed bids for *Gasoline, Unleaded*, addressed to the City of Killeen, Attn: Purchasing Division, 802 2nd Street, Bldg. E, Killeen, Texas 76541, until 2:00 p.m. on February 9, 2018, and at 2:15 p.m. the bids shall be publicly opened and read aloud in the City Hall Council Chambers, City Hall, First Floor, 101 N. College Street, Killeen, Texas 76541. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 18-07 Gasoline, Unleaded 2:00 p.m., February 9, 2018." Submittals received after the closing time will be returned unopened.

No pre-bid conference will be held. Questions will be accepted via email by Randy Jimenez at rjimenez@killeentexas.gov with a copy to airport@killeentexas.gov through February, 2, 2018 at 2:00 p.m. Questions will be answered in the form of an addendum and posted to the City's website. It is the proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<http://www.killeentexas.gov/purchasing>), Demand Star (<http://www.demandstar.com/>), and ESD (<http://portal.epa.state.tx.us>).

The City of Killeen reserves the right to reject any or all proposals and waive any irregularities.

CITY OF KILLEEN, TEXAS

Randy Jimenez
Purchasing Manager

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that **sealed bids, in triplicate, for Gasoline, Unleaded** subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received at the Purchasing Office, 802 N. 2nd Street, Bldg. E, Killeen, TX, 76541, until the hour of **2:00 p.m., February 9, 2018**. At exactly **2:15 p.m.**, the bids will be opened and read aloud in the Council Chambers. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

One (1) signed and initialed where indicated original copy in ink (not pencil) and two (2) copies of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Gasoline, Unleaded bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 18-07, Gasoline, Unleaded, 2:00 p.m., February 9, 2018. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Friday at 2:00 p.m. and the City is closed on Friday for bad weather or an unforeseen event, the bids will be accepted until Monday, 2:00 p.m. or if bids are due at 2:00 p.m. on Friday, but the City opened at 10:00 a.m. on Friday due to bad weather or an unforeseen event, then bids will be accepted until Monday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to rjimenez@killeentexas.gov with a copy to airport@killeentexas.gov prior to **2:00 p.m. on February 2, 2018**. Please indicate "Bid 18-07 Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Term:

Contract term shall be for a one year (1) period and may be extended for a one (1) year period(s) if so agreed to by both parties. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

Pricing shall remain firm during the initial term of the contract. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a tax increase. The amount bid for profit must be a firm fixed unit amount per gallon during the contract; the profit shall be set to four (4) decimal places, and shall be identified in the vendor's bid. This per gallon profit shall include any and all costs involved with the supply and delivery of gasoline to the Airport to include any applicable Taxes and the Petroleum Product Delivery Fee. This amount per gallon must be entered in on the bid sheet.

SAMPLE VENDOR PRICING:

**GASOLINE, UNLEADED, 87 OCTANE, WITH A MAXIMUM 10% ETHANOL
TRANSPORT TRUCK DELIVERY (TTD)**

(A)		(B)		(C)		(D)
OPIS \$/ GALLON As of 10/17/2017		Tax / per gallon		PROFIT PER GALLON		TOTAL UNIT PRICE PER GALLON
\$2.6104	+	\$.200 (St. Tax) \$.184 (Fed. Gas Tax) \$.384 Total Tax	+	\$.0550	=	\$3.0494

6.2 Sample OPIS Report

Sample of OPIS Report for Waco, Texas as of 10/17/2013

WACO, TX

2013-10-17 10:00:30 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Shell	u N-10	259.00	+ 1.60	271.00	+ 1.60	-- --	-- --	10/16	18:00
FlntHlsRs	u N-10	259.15	+ 2.00	270.03	+ 2.00	291.15	+ 2.00	10/16	18:00
Global	u 1-10	262.76	+ 2.05	267.23	+ 1.91	280.08	+ 1.65	10/17	00:01
Delek	u N-10	263.25	+ 2.40	-- --	-- --	293.25	+ 2.40	10/16	18:00
PSX	b 1-10	265.00	+ .80	273.59	+ .80	295.30	+ .80	10/16	18:00
Alon	b 1-10	265.30	+ 1.20	-- --	-- --	-- --	-- --	10/16	18:00
XOM	b 1-10	265.55	+ 1.20	275.05	+ 1.20	296.55	+ 1.20	10/16	19:00
Valero	b 1-10	265.70	+ 2.35	274.70	+ 2.35	294.70	+ 2.35	10/16	18:00
Valero DS	b 1-10	265.70	+ 2.35	274.70	+ 2.35	294.70	+ 2.35	10/16	18:00
Chevron	b 1t45c	265.90	+ 2.40	275.20	+ 2.40	296.90	+ 2.40	10/16	18:00
Shell	b 1-10	265.94	+ 2.22	275.54	+ 2.23	-- --	-- --	10/16	18:00
LOW RACK		259.00		267.23		280.08			
HIGH RACK		265.94		275.54		296.90			
RACK AVG		263.93		273.00		292.83			
BRD LOW RACK		265.00		273.59		294.70			
BRD HIGH RACK		265.94		275.54		296.90			
BRD RACK AVG		265.58		274.80		295.63			
UBD LOW RACK		259.00		267.23		280.08			
UBD HIGH RACK		263.25		271.00		293.25			
UBD RACK AVG		261.04		269.42		288.16			
CONT AVG-10/17		263.93		273.00		292.83			
CONT LOW-10/17		259.00		267.23		280.08			
CONT HIGH-10/17		265.94		275.54		296.90			

WACO, TX

LOW RETAIL	298.60
AVG RETAIL	306.23
LOW RETAIL EX-TAX	259.84
AVG RETAIL EX-TAX	267.47

For purposes of bid evaluation, prices quoted will be based upon the unbranded rack average for 87 octane unleaded gasoline indexed against the "Oil Price Information Service" (OPIS) Gross Report for Waco, Texas, Contract Benchmark 10:00 a.m. EST, as in effect on February 2, 2018. A sample of the OPIS rack pricing (of another date) is provided for reference and corresponds with the sample pricing above. All proposers must calculate the unbranded rack average price per gallon + taxes + their bid amount for profit per gallon, which will equate to the total unit price per gallon. A copy of the "Oil Price Information Service" (OPIS) Gross Report for Waco, Texas, Contract Benchmark 10:00 a.m. EST, as in effect on February 2, 2018 shall be included with your bid response to provide documentation of your offered pricing in this ITB.

Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid: A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to rjimenez@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid in a manner described in section 10 of the General Terms and Conditions. Each bidder will be ranked in accordance with best value procedures. A purchase contract will be issued to the lowest qualified bidder, that meets the minimum specifications and the evaluation criteria. **The anticipated date of the notice of award is March 13, 2018.**

Estimated Quantities:

Quantities listed are estimates and the City may increase or decrease the number of items needed. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need.

Minimum Qualifications:

Vendors must have a minimum of two years of continuous operation in providing Gasoline, Unleaded Services:

Has the company operated in this capacity for at least 2 years without interruption? Yes: No:

Indicate the company's first year of business operation: 1945

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the Aviation department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the Killeen Fort-Hood Regional Airport, 8101 S. Clear Creek Rd, Box C, Killeen TX 76549.

Delivery Information:

Deliveries shall be made to the Killeen Fort-Hood Regional Airport; 8101 Clear Creek Rd. within 24 hrs. after calling in a fuel order. Delivery can be scheduled Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. The Aviation Department shall have the ability to schedule the best date and time of the week for their deliveries.

Point of contact to resolve issues (delivery or invoice):

NAME: John Gilmore

TITLE: Pres.

ADDRESS: 114 E. Ave. D
Killeen TX 76541

EMAIL ADDRESS: bigchiefdist@embargo.net

PHONE: 254-634-5421

FAX: 254-634-6393

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (see page 19 for more information).

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addenda 1 through 1 have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	Big Chief Dist. Co. Inc.
Address	114 E. Ave. D
City, State, Zip	Killeen TX 76541
Phone Number	254-634-5421
Fax Number	254-634-6393
After Hours Phone Number	254-392-5401
Email Address	bigchiefdist@embargo.mail.com
Tax Identification Number	74-2049581
Signature of Authorized Agent	<i>John Gilmore</i>
Printed Name of Authorized Agent	John Gilmore
Title	Pres.
Date	2-7-18

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**

W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor Name:	Big Chief Dist. Co. Inc.
1099 Name:	
Tax ID#:	74-2049581
List the type of product or service:	Fuel

Remit to address (if different from above):

Address #1 P.O. Box 85

Address #2 _____

City/State/Zip Killeen TX 76540

Phone#: _____

Fax Number: _____

Contact Person: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Big Chief Dist. Co. Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 114 E. Avenue D</p> <p>6 City, state, and ZIP code Killeen, TX 76541</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	4	-	2	0	4	9	5	8	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2-6-18
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

III. GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
 - (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
 - (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:

City of Killeen
Attn: Purchasing Division
802 2nd Street, Bldg. E
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder misstates or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

- (f) As stated in Section 271.905 of the Texas Local Government Code, “In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.”
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, “In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination of Contract

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

13. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

14. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or a councilmember’s close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the law are available at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

15. Venue for Legal Action

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

16. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

17. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

18. Verification by Vendor


Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE:  DATE: 2-7-18
PRINT NAME: John Gilmore

IV. Additional Questions

Additional Questions:

Can delivery be made as specified in the specifications? Yes: No:

When can delivery be made after award (number of days)? 1

Has an owner of the company been convicted of a crime within the past 10 years? Yes: No:

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: No:

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: No:

Does any employee or official of the City have any financial or other interest in your firm? Yes: No:

Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)? Yes: No:

If no, describe differences: _____
Insurance Broker Name: Federated Ins. Billy Bonander
Insurance Broker Phone: 888-333-4949 254-857-3977
Insurance Broker Fax: 254-644-1845

Are there claims that are pending against this insurance policy? Yes: No:

If yes, describe: _____

List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a gasoline, unleaded:

- Killeen ISD
- Copperas Cove ISD
- WCID #1 - Killeen
- City of Burnet

V. REFERENCES

Include below three references:

Reference #1

Company Name Rancie Services
Address Box 817
Killeen TX 76543
Type of Business Truck Equip. - Service Station
Contact Person Glen Grandy
Telephone and Fax #'s 254-634-1064

Reference #2

Company Name KISD
Address 200 N. W.S. Young
Killeen TX 76543
Type of Business School
Contact Person Charles & Thelma
Telephone and Fax #'s 336-0124 223-2548

Reference #3

Company Name City Harker Heights
Address 205 Miller Crossing
Harker Heights TX 76548
Type of Business City
Contact Person Ann
Telephone and Fax #'s 699-5824

VI. BID SPECIFICATIONS

SPECIFICATIONS:

- This contract is for Gasoline, unleaded, 87 octane with a maximum of 10% ethanol.
- Requested product will be delivered to the Killeen-Fort Hood Regional Airport within 24 hours after request, holidays excluded.

MINIMUM SPECIFICATIONS UNLEADED FUEL

INTENT:

City of Killeen intends to contract with a qualified vendor for the purchase and delivery of gasoline, unleaded. The contract period shall be for a period of one (1) year with possible extension of one (1) year period by mutual consent.

PRICING:

- All transportation and complete delivery charges shall be included in the price bid.

EVALUATION/AWARD:

- This contract covers Gasoline, unleaded, 87 octane only.
- Contract is for new, unused products.

VENDOR QUALIFICATIONS:

The primary benefit to the City in contracting for the purchase of petroleum products is to be assured of delivery throughout the contract period at fair market price. Therefore, vendor qualification is paramount and the City reserves the right to require post bid documentation to the degree felt necessary in order to determine the ability of the bidder to meet all contractual demands. This includes, but is not limited to requiring that a "middleman" or Jobber submitting a bid to furnish a letter of agreement from his supplier acknowledging with approval, the estimated volumes to be furnished during the contract period.

ESTIMATED QUANTITIES & DELIVERY METHODS:

Annual purchase quantities are not guaranteed, but are ESTIMATED from at 48,000 to 55,000 gallons based upon past usage. Weekly purchases are estimated to be between 500 and 2300 gallons. One delivery per week is anticipated.

VII. BID FORM

GASOLINE, UNLEADED, 87 OCTANE, WITH A MAXIMUM 10% ETHANOL

Delivery amounts between 500 and 2300 gallons.

(A)		(B)		(C)		(D)
OPIS \$/ GALLON As of		Tax / per gallon		PROFIT PER GALLON		TOTAL UNIT PRICE PER GALLON
1.831	+	\$.200 (St. Tax) \$.184 (Fed. Gas Tax) <u> </u> \$.384 Total Tax	+	.1400	=	2.355

Any price increase shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days of any renewal term. The successful bidder may offer price decreases of any type at any time.

Any request in price change with supporting documentation shall be sent to the following address only:

City of Killeen
 Attn: Purchasing Division
 802 2nd Street, Bldg. E
 Killeen, TX 76541

On the outside of the envelope please write "Price Change Notification Bid 18-07"

VIII. BIDDERS CHECKLIST

I learned of this invitation to bid by the following means:

Personal Trip to Purchasing Division

Electronic State Business Daily Website

FLINT HILLS RESOURCES, LP

PRICE QUOTATIONS

EFFECTIVE

05:00 PM 02/01/18

BIG CHIEF DISTRIBUTING CO., INC AR# 44856

ORIGINS:

		WACO-FHR
#2S15 TXLED	0.0125	2.0960
#2S15 TXLED RED	0.0125	2.0995
87NL 10%ETH A	0.0000	1.8310
89NL 10%ETH A	0.0000	1.9330
93NL 10%ETH A	0.0000	2.1310

IF YOU DO NOT RECEIVE A PRICE CHANGE NOTICE BY 5:00 P.M. PLEASE CALL YOUR REGIONAL OFFICE. THANK YOU

Killeen Daily Herald Newspaper Advertisement

City of Killeen Website

Onvia DemandStar Website

Phone Call to City of Killeen Purchasing Div.

Other _____ (please list)

If you are on the City of Killeen bidder's list and are not participating in this bid please indicate below as to the reason why:

- Delivery information noted, pages 7
- Customer service point of contact listed, page 7
- Signed signature page, addenda noted (if any) and attached W-9 Form page 8
- Terms and Conditions acknowledged, page 13
- Additional Questions filled out, page 14
- List references, page 15
- Bid Specification, pages 16
- Bid Form filled out, page 17
- Conflict of Interest Questionnaire Form filled out
- Insert any relevant brochures or catalogs about the bid items
- Within your bid submission insert one original copy of the entire bid packet with two copies to:

City of Killeen
 Attn: Purchasing Division
 802 2nd Street, Bldg. E
 Killeen, TX 76541

IX. CONTRACT

CONTRACT FOR PURCHASE OF UNLEADED GASOLINE

This Contract is entered into effective as of the ____ day of _____, 2018, by and between The City of Killeen

("Buyer") and _____ ("Seller").

WHEREAS, The City of Killeen has solicited for bids for the purchase of unleaded gasoline for delivery to Killeen-Fort Hood Regional Airport (Bid No. 18-07);

AND, WHEREAS, _____, submitted a responsive bid in response to said request for bids;

AND, WHEREAS, on _____, the City Council of the City of Killeen approved the award of a one year purchase contract to _____ at a February 2, 2018 indexed price of \$ ____ per gallon;

NOW, THEREFORE, the parties state and agree as follows:

1. The full terms and specifications of the contract are as stated in the completed and signed bid submittal from _____, dated February 9, 2018 and are incorporated herein.

2. This contract may be extended for a one (1) year period if agreed to by both parties. If neither party has notified the other party otherwise in writing between thirty (30) and sixty (60) days prior to the expiration of the initial term, it will be assumed that both parties agree to the extension, and the contract will automatically be so extended under the same terms.

3. Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4. Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SO AGREED:

City of Killeen

By: _____ By: _____

Ronald L. Olson

City Manager

Date: _____ Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

~~This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.~~ OFFICE USE ONLY

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

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7



Signature of vendor doing business with the governmental entity

2-8-18
Date

**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.



City of Killeen

ADDENDUM NO. 1 for Bid 18-07

UNLEADED GASOLINE

BID CLOSING DATE: February 9, 2018 @ 2:00 p.m.
Today's date: February 2, 2018.

The following questions have been presented. Answers follow in *italics*.

Q: Please provide invoices, bill of ladings and prior bid tabulations.

A: *See below for current invoice and prior bid tabulation.*

Please acknowledge receipt of Addendum No. 1 by signing below and returning to the Purchasing Office in your packet.

Randy Jimenez
Digitally signed by Randy Jimenez
DN: cn=Randy Jimenez, o, ou,
email=rjimenez@killeentexas.gov, c=US
Date: 2018.02.02 12:35:05 -0600

Randy Jimenez
Purchasing Manager

Acknowledgement:

Signature: _____

[Handwritten Signature]

Print Name: _____

John Gilmore

Title: _____

Pres.

Company: _____

Big Chief Dist. Co.

Date: _____

2-6-18