

CONTRACT FOR PURCHASE OF UNLEADED GASOLINE

This Contract is entered into effective as of the 1 day of April, 2016, by and between The City of Killeen ("Buyer") and Big Chief Dist. Co. Inc. ("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. 16-09);

AND, WHEREAS, Big Chief Dist. Co. Inc., 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 Big Chief Dist. Co. Inc. a February 2, 2016 indexed price of \$1.4584 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 Big Chief Dist. Co., Inc, dated February 9, 2016 (Exhibit A) 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.

SO AGREED:

City of Killeen

Big Chief Dist. Co. Inc.

By: _____

By:  _____

Glenn Morrison

John Gilmore

City Manager

President

Date: _____

Date: 2-16-16 _____

Original

Invitation for Bid

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

**Gasoline, Unleaded
Bid No. 16-09**

**Sealed bids will be received until 2:00 p.m. on
February 9, 2016**


Return Bid to:

City of Killeen
Attn: Purchasing Division
207A W. Avenue D
Killeen, Texas 76541

Addendum

**CITY OF KILLEEN
BID # 16-09 GASOLINE, UNLEADED SERVICES
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I. NOTICE TO BIDDERS

BID NO. 16-09
GASOLINE, UNLEADED

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, 207A W. Avenue D, Killeen, Texas 76541, until 2:00 p.m. on February 9, 2016, and at 2:15 p.m. the bids shall be publicly opened and read aloud in the Utility Collections Conference Room 210 W. Avenue C, Killeen, Texas 76541 (Enter conference room through parking lot on the west side of the building). Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 16-09 Gasoline, Unleaded 2:00 p.m., February 9, 2016".

No pre-bid conference will be held. Bid questions will be accepted until 2:00 p.m. on February 2, 2016, and shall be addressed to rgraves-mills@killeentexas.gov with a copy to airport@killeentexas.gov.

Bidders may download the bid packet from the City's website at: <http://www.killeentexas.gov>. Click on "City Bids" under Quick Links, and also at <https://killeentx.ionwave.net/login.aspx> after registering to be a supplier to the City of Killeen.

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

CITY OF KILLEEN, TEXAS

Rosalind Graves-Mills, Senior Purchasing Specialist



Bidder's Initials

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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, 207A W. Avenue D, Killeen, TX, 76541, until the hour of 2:00 p.m., February 9, 2016. At exactly 2:15 p.m., the bids will be opened and read aloud in the Utility Collections Conference Room. 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. 16-09, Gasoline, Unleaded, 2:00 p.m., February 9, 2016. 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 rgraves-mills@killeentexas.gov with a copy to airport@killeentexas.gov prior to 2:00 p.m. on February 2, 2016. Please indicate "Bid 16-09 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.



Bidders Initials

SAMPLE VENDOR PRICING:

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

(A)	(B)	(C)	(D)
OPIS \$/ GALLON As of 10/17/2013	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	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, 2016. 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, 2016 shall be included with your bid response to provide documentation of your offered pricing in this ITB.

Bidder's Initials

BID:

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
2-2-16 1.9644	\$.200 (St. Tax) \$.184 (Fed. Gas Tax) \$.384 Total Tax	.1100	1.4584

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
207A W. Avenue D
Killeen, TX 76541

On the outside of the envelope please write "Price Change Notification Bid 16-09"

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:

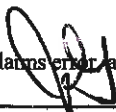
The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

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 igraves-mills@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


Bidder's Initials
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OPIS Contract | Gross | UnBranded

WACO, TX

Prices for: 2/2/2016

Product	Average	Low	High
WACO, TX			
GAS			
MID W/10% ETH	1.1026	1.1005	1.1047
PRM 93 W/10%ETH	1.3693	1.3315	1.4070
PRM 93 RFG 10%ET	1.4147	1.4147	1.4147
QCBOB MID E10 9	1.1026	1.1005	1.1047
QCBOB PRM E10 9	1.3693	1.3315	1.4070
QCBOB REG E10 9	0.9644	0.9547	0.9815
UNL W/10% ETH	0.9644	0.9547	0.9815
DIESEL			
TXLED ULSD CLR	1.0643	1.0553	1.0775
ULSD DYE LED	1.0683	1.0603	1.0810

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 8, 2016.**

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.

<p>PAYMENT TERMS: Specify other payment options:</p> <p><input checked="" type="checkbox"/> Check box if you offer a prompt payment discount: % <u>0</u>. Specify terms: <u>Net 30</u></p> <p><input type="checkbox"/> Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).</p> <p><input type="checkbox"/> Check here if the prompt payment discount applies to the MasterCard payment.</p>

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):



Bidder's Initials
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NAME: Robin Carter
TITLE: Office Manager
ADDRESS: 114 E. Ave. D
Killeen TX 76541
EMAIL ADDRESS: bigchiefdist@emburgmail.com
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:

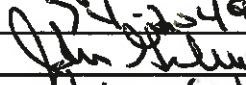
By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust 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.



Bidder's Initials
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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- 634 392-5401
Email Address	bigchiefdist@embargo.com
Tax Identification Number	24-2549581
Signature of Authorized Agent	
Printed Name of Authorized Agent	John Gilmore
Title	Pres.
Date	2-8-16

***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#:	24-2549581
List the type of product or service:	fuel

Remit to address (if different from above):

Address #1	Po. Box 85
Address #2	
City/State/Zip	Killeen TX 76540
Phone#:	254-634-5421
Fax Number:	254-634-6393
Contact Person:	John Gilmore



Bidder's Initials

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Big Chief Dist. Co. Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 114 E. Ave. D	Requester's name and address (optional)
City, state, and ZIP code Killeen, TX 76541	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ **2-9-16**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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.



Bidder's Initials
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- (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
207A W. Avenue D
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 | |


Bidder's Initials

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 for Governmental Non-Appropriations

A contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the


Bidder's Initials

last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. 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.

14. 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.

15. 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>

16. 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.

17. 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.

18. 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 an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:



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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


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.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____


Bidder's Initials
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CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.
A copy of Chapter 176 of the Texas Local Government Code can be found at:
<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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).

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.

OFFICE USE ONLY

Date Received

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 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 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 interest of one percent or more?

Yes No

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

4



Signature of vendor doing business with the governmental entity



Date

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.

Big Chief Dist, Killbeey, TX, U.S.

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

City of Killbeey

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 goods or services to be provided under the contract.

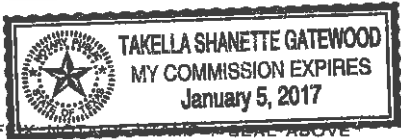
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said John Gilmore, this the 9 day of February, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

Takella Gatewood
 Printed name of officer administering oath

Senior Branch Manager
 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

V. 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)? Next Day

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 Borunda

Insurance Broker Phone: 888-233-4949 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 I.S.A.
- Coppens Cove I.S.A.
- WCID # 1 - Killeen
- City of Burnet
- City of Harker Heights


Bidder's Initials
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VI. REFERENCES

Include below three references:

Reference #1
Company Name Runcie Services
Address Box 817
Killam, TX 76540
Type of Business Truck Rental - Repair
Contact Person Glen Brandy
Telephone and Fax #'s 254-634-1066

Reference #2
Company Name K.I.S.D.
Address Box W. Lewis Young
Killam, TX 76540
Type of Business School
Contact Person Charles W. Helms
Telephone and Fax #'s 254-0124 254-2548

Reference #3
Company Name City of Harker Heights
Address 305 Millers Crossing
Harker Heights, TX 76548
Type of Business Municipal
Contact Person Harvey
Telephone and Fax #'s 699-5824



VII. 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.



Bidder's Initials
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VIII. COPYRIGHT MATERIAL

**Texas Public Information Act
Steps To Assert Information Confidential or Proprietary**

All bids or bids, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.


In signing this form, I acknowledge that I have read the above and further state:

The bid/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The bid/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____

_____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Big Chief Dist.
Signature: John Gilmore Date: 2-8-14
Print Name: John Gilmore Print Title: D. es.


Bidder's Initials
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IX. BIDDERS CHECKLIST


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

- Personal Trip to Purchasing Division
- Electronic State Business Daily Website
- Killeen Daily Herald Newspaper Advertisement
- City of Killeen E-Bid site, IonWave
- City of Killeen Website
- Phone Call to City of Killeen Purchasing Div.
- Onvia DemandStar Website
- 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:

- Insert bid amount per gallon, page 6
- Review and fill out payment terms, page 7
- Procurement card question answered, page 7
- Delivery information noted, pages 8
- Customer service point of contact listed, page 9
- Signed signature page, addenda noted (if any) and attached W-9 Form page 9
- Terms and Conditions acknowledged, page 10-14
- Conflict of Interest Questionnaire Form filled out, page 15
- Additional Questions filled out, page 16
- List references, page 17
- Bid Specifications, pages 18
- Copyrighted material noted as noted on page 19
- Review additional requested information, page 20
- 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
207A W. Avenue D
Killeen, TX 76541


Bidder's Initials
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X. CONTRACT

CONTRACT FOR PURCHASE OF UNLEADED GASOLINE

This Contract is entered into effective as of the ____ day of _____, 2016, 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. 16-09);

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, 2016 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, 2016 (Exhibit A) 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.

SO AGREED:

City of Killeen

By: _____


Glenn Morrison

City Manager

Date: _____

By: _____

Date: _____



Bidder's Initials
Page 21 of 21



City of Killeen

ADDENDUM NO. 1 for Bid 16-09

Gasoline, Unleaded

Bid CLOSING DATE: February 9th, 2016, @ 2:00 p.m.
Today's date: January 27th, 2016.

NOTE: Please insert the following documents to Bid 16-09 packet.

1. Remove Conflict of Interest Questionnaire form dated 2007 (Page 15 of 21) and replace with Conflict of Interest Questionnaire and new CIQ form dated 2015.
2. Please add Form 1295 Certificate on Interested Parties to the bid packet.
3. These forms are new and updated and part of the bid packet.

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



Randy Jimenez
Purchasing Manager

Acknowledgement:


Signature:  _____

Print Name: John Bilmore _____

Title: Pres. _____

Company: Big Chief Dist. _____

Date: 2-8-16 _____



Proposer's Initials
Page 1 of 1