

**2021
REGULAR UNLEADED
GASOLINE
AND
AUTOMOTIVE AND RED DYE
DIESEL FUEL
CONTRACT**

REQUEST FOR BIDS
For
Regular Unleaded Gasoline and Diesel Fuel

Invitation to Bidders

Bell County Water Control & Improvement District No. 1 (District) is soliciting sealed bids for a twenty-four (24) month contract supply of **Regular Unleaded Gasoline and Diesel Fuel** for use at its water plant in Belton, its wastewater plants in Killeen, Texas and its compost facility in Killeen, Texas.

Bid Packets

Bid packets can be obtained from the District's website at www.wcid1.org under the Bid Opportunities tab.

Sealed Bids must be delivered to:

Ricky Garrett, P.E., General Manager
Bell County Water Control & Improvement District No.1
201 S. 38th Street
Killeen, TX 76543

Exterior of the Bids must be clearly marked:

BID: Regular Unleaded Gasoline and Diesel Fuel

Closing Time:

10:30 am
November 29, 2021

Bids received after the closing will not be accepted.

Questions should be addressed to:

Ricky Garrett, P.E., General Manager
201 S. 38th Street
Killeen, TX 76543
254.501.9243

The District reserves the right to waive irregularities and reject any or all bids. In case of ambiguity or lack of clearness in stating the prices in any bid, the District reserves the right to consider the most advantageous bid thereof, or to reject all bids. The award will be made to the responsible bidder submitting the lowest acceptable bid.

BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

INSTRUCTIONS TO BIDDERS

1. TAXES: The District is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the District, must submit the proper forms, and the General Manager, if satisfied as to the facts, will approve or issue the necessary certificates.
2. BID FORMAT: All bids must be submitted using the format as provided herein and must be signed by an official of the bidding firm who has specific and legal authorization to obligate the Bidder to the terms of said specification. Number of each addendum received, if any, must be shown on Page #2 of the Bid Form. Altered or incomplete Bid Forms or use of substitute formats will render the bid non-responsive. No marginal notes of any description on the bidding blanks will be allowed. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the time specified for opening.
3. MISTAKES AFTER BID OPENING: Ambiguous bids which are uncertain as to terms, delivery, quality or compliance with specifications may be declared as non-responsive or otherwise discarded. Bids containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the Bidder if clear and convincingly sworn, written evidence is furnished to the District within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays and Legal Holidays. Under no circumstances can a Bidder be allowed to raise their unit price(s) as contained in the initial bid. A bidder who attempts to withdraw a bid under provisions of this section shall not be allowed to resubmit a bid on the same Contract if it is re-advertised.
4. WITHDRAWAL OF BIDS BEFORE OPENING/HOLDING OF BIDS: Any Bidder may withdraw his/her bid prior to bid opening deadline. Bids or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed. Bids may be held by the District for a period not to exceed forty-five (45) days from the date of the opening of bid for the purpose of reviewing the bids and investigating the qualifications of the Bidder prior to awarding of the Contract. However, the District and lowest responsible Bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days, total.
5. INDEMNIFICATION: The successful Bidder shall indemnify and save harmless the District and all District Officers, agents and employees from all suits or claims of any character brought by reason of infringing on any trademark or copyright.

6. **BIDDER QUALIFICATIONS:** Successful Bidder(s) must, upon request of the District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Consideration will be given only to the Vendor/vendors who can produce conclusive evidence that they can provide adequate capital and credit rating sufficiently to complete all operations under this Contract in a satisfactory manner.
7. **BIDDERS RESPONSIBILITY:** Each Bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the condition of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a Bidder to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this bid or to the Contract.
8. **LATE BIDS:** It shall be the sole responsibility of the Bidder to pay for any type of delivery service charge, and to see that his/her bid is received by the office of the General Manager on time. The clock used shall be the General Manager's official date and time stamp clock. The District does not assume any financial responsibility for late deliveries by the U.S. Postal System or any other delivery service. **Late bids will not be accepted AND ONCE DOCUMENTED, WILL BE RETURNED TO THE BIDDER UNOPENED.**
9. **SUBMISSION REQUIREMENTS:** *Submit one (1) clearly identified original and one (1) copy using the format required.* Altered or incomplete Bid Forms or use of substitute formats may render the bid non-responsive. Failure to submit at least a "No Bid" on three (3) occasions during any calendar year will result in your firm being removed from our Mailing List. Bids should be submitted in a sealed envelope naming the bid, opening date, time and title on the outside of the envelope. **THE DISTRICT ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.**
10. **CLARIFICATION/SUBSTITUTION REQUEST:** Bidders requiring additional information may submit their question(s) in writing to the attention of the General Manager as listed. Any inquiry received at least five (5) or more working days prior to the date fixed for the opening of bids will be given consideration. Answers to questions received that would change and/or clarify this solicitation will be provided in the form of a Contract Addendum posted to the District's website at www.wcid1.org. ***It shall be the Bidder's responsibility to check the District's website as to the Addenda issued.*** All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda. If the necessity arises to issue an addendum modifying plans and specification within the seventy-two (72) hour period (exclusive of holidays, Saturdays and Sundays) before the schedule bid opening, then the opening of bids shall be extended exactly one (1) week.
11. **SAMPLES:** Samples, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

12. PROPRIETARY INFORMATION: Bidders are to visibly mark as “Confidential” each part of their bid which they consider to be proprietary information.
13. COMPLIANCE WITH LAWS: By submission of a bid, all vendors agree that they are in compliance with all Federal, State and local laws pertaining to this bid. During the period following issuance of a bid and prior to final award of a Contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Division or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the Department any aspects of the procurement, without prior approval of the General Manager responsible for the procurement.
14. QUALITY OF PRODUCTS: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, to latest model, and in first class condition, and when applicable, all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. ***Any deviation from the Specifications/conditions listed herein must be clearly identified with each bid.***
15. CONTRACT QUANTITIES & PRICING CHANGES: Whenever a bid is sought seeking a source of supply for a contract for products or services, the quantities or usages shown are estimates only. No guarantee or warranty is given or implied by the District as to the total amount that may or may not be purchased from any resulting Contracts. These quantities are for Bidder’s information only and will be used for the tabulation and presentation of bid. Bid prices will be firm for the minimum Contract terms as specified herein. After the initial term of the Contract, the Vendor may request price increases that do not exceed appropriate CPI or WPI. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested. The District reserves the right to accept or reject the price increase within thirty (30) days after receipt of the request. Should the District reject the price increase, the District reserves the right to cancel the Contract and award to the next best Bidder or rebid. No increase will be effective until approved in writing by the General Manager. Any decrease in the cost of the contract items shall be forwarded to the General Manager’s office with immediate inception into the Contract.

16. AWARD OF CONTRACT: The District reserves the right to reject any and all bids, to waive any and all information and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating bids, the District shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms. It is the District's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but the District may accept them in any order or combination.

The District may conduct such investigations as he/she deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the District's satisfaction.

If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the District indicates to the District that the award will be in the best interest of the District.

If the Contract is to be awarded, the District will give the Successful Bidder a Notice of Award within forth-five (45) days after the day of the bid opening.

17. REJECTION: This solicitation does not commit the District to award a Contract, to pay costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service. The District reserves the right to waive insignificant requirements, to accept or reject any and all bids for just cause received as a result of the request, or to cancel in part or in its entirety, this bid, if it is in the best interest of the District to do so. The District reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, due to the noncompliance on the Bid Specification. In addition, the District reserves the right to declare any bid non-responsive that contains prices for individual items or services.
18. ASSIGNMENT: The Vendor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this Contract without written permission from the District.

BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

**SPECIFICATIONS
FOR
REGULAR UNLEADED GASOLINE AND AUTOMOTIVE AND RED DYE DIESEL FUEL**

SCOPE

It is the intent of these specifications to describe a twenty-four (24) month supply of regular unleaded gasoline (87 octane minimum) and automotive and red dye diesel as required by the Bell County Water Control & Improvement District No. 1 (District).

SPECIFICATIONS (GENERAL)

Prospective Bidders must prove beyond any doubt to the District that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications listed herein.

When a Contractor cannot abide by terms and conditions in fulfilling his Contract, Contractor must supply service or supplies from other sources at the contract price and the purchase price.

In emergencies, the District may require deliveries after normal business hours or on weekends. Normally all deliveries will be made between the hours of 8:00 a.m. – 4:00 p.m. weekdays.

The District will require a signed receipt both by the Contractor and employee showing the number of gallons delivered. A Purchase Order Number must be issued for each delivery.

Deliveries shall be made in accordance with all applicable safety rules and regulations concerning the handling of flammable liquids.

The Contractor assures that his/her carrier has all appropriate equipment such as hoses, connectors, valves tools and safety gear so as to assure a safe and timely unloading of the fuel.

SPECIFICATIONS (DETAILED)

Gasoline

- Delivery Locations

Water Treatment Plant Complex
5200 Water Works Road/Lake Belton
Belton, Texas 76513

Wastewater Treatment Plant
201 South 38th Street
Killeen, Texas 76543

- Tank Sizes

Water Treatment Plant Complex
1,000 Gallons for Regular Unleaded Gasoline

Wastewater Treatment Plant
1,200 Gallons for Regular Unleaded Gasoline

- Required Deliveries (all locations): As called for by the District
- Bidders shall state brand names on Bid Form.
- All deliveries shall be made F.O.B. to the District tank sites.

SPECIFICATIONS (DETAILED) cont'd

Diesel

- Tank Sizes

Water Treatment Plant Complex
500 Gallon Tank for Automotive Diesel Fuel

Wastewater Treatment Plant
1,200 Gallon Tank for Automotive Diesel Fuel

South Wastewater Treatment Plant
300 Gallon Tank for Automotive Diesel Fuel
6,500 Gallons for 5 generators for Red Dye Diesel Fuel

Regional Compost Facility
Two (2)-2,000 Gallon Tanks for Red Dye Diesel Fuel
500 Gallon Tank for Red Dye Diesel Fuel

- Delivery: As called for by the District (all locations).
- Automotive Diesel fuel shall be of a quality grade and perform to all regulations governing quality grade diesel for highway travel.
- Off Road Diesel fuel shall be of a quality grade and perform to all regulations governing quality grade diesel for off road use.
- Price per gallon shall include all freight or delivery.

Notice to Bidders: The District owns and maintains its own dispensing equipment.

INVOICING

All invoices are to be sent to Bell County W.C.&I.D. No. 1, 201 S. 38th Street, Killeen, Texas 76543

All invoices must give complete delivery information including Purchase Order Number, if applicable, date of order, date of shipment, identification number of transport equipment, description of the commodity delivered, quantity shipped, unit price and extended price.

PAYMENT

Payment is due thirty (30) days after the District has approved the invoice or after the District has accepted the goods, whichever occurs later. The District and Contractor agree that the terms of this Contract and all rights otherwise reserved by law, shall constitute the sole, controlling contract terms with respect to attorney's fees and interest owed on delayed, disputed or delinquent payments in lieu of Article 601f, Vernon's Texas Civil Statutes.

SPECIAL NOTE

The District reserves the right to review all payments made to Contractors by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Contractor.

TERMINATION OF AGREEMENT

This Contract may be terminated by the District, at its option, upon thirty (30) days notice in writing, if the materials furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.

INDEMNIFICATION

The Vendor shall be held responsible for and required to make good, at his/her own expense, all damages to persons or property caused by carelessness, neglect, or intentional acts on the part of the Vendor, its agents or employees. The Vendor shall indemnify, hold harmless, and act as the District's insurer from any and all liabilities growing out of any injury or damage to property or persons, including property of the District or employees of the District, because of any neglect or fault of intentional act of said Vendor, its agents or its employees, but not for the neglect or sole fault of employees of the District and shall defend on the part of the District any such action arising out of the supply and delivery of the material specified or in any manner connected therewith or related thereto or because of failure to observe or comply with any District ordinance or state or federal law in the performance of this Contract, and will be required to pay any judgment, with costs, which may be obtained against the District growing out of such injury, damage, or noncompliance. The District shall provide reasonable notice of any such action to the Vendor.

INSURANCE

Vendors shall carry liability limits equal to or greater than the limits shown on the attached "Sample Certificate of Insurance". Contractor shall list Bell County WCID #1 as an Additional Insured on the General Liability, Pollution and Business Auto policies and shall provide a Waiver of Subrogation in favor of Bell County WCID #1 on the General Liability, Business Auto, Pollution and Workers Compensation policies. All insurance companies must have an A.M. Best Company rating of A-VII or better. Certificate of Insurance should be provided and approved by Bell County WCID #1 prior to any work being performed by Vendor.

BID FORM
BID I – REGULAR UNLEADED GASOLINE

To: General Manager

Dear Sir:

The undersigned company agrees to furnish the Bell County Water Control & Improvement District No. 1 with Regular Unleaded Gasoline requirements for a twenty-four (24) month period in accordance with all terms, conditions, specifications and regulations contained in this Contract and agree that such terms, conditions, specifications and regulations are part of this Contract.

Note: Bidder must submit a copy of OPIS used in submitting bid, failure to do so could negate bid.

We propose to furnish:

Regular Unleaded Gasoline for a price of current weekly OPIS + or – (circle one) _____ cents per gallon.

WE PROPOSE TO FURNISH:

_____ Regular Unleaded Gasoline within _____ days after a request for delivery is
(brand) made.

Name of Company

Address

Telephone

Signed Officer/Agent

**BID FORM
BID II – DIESEL FUEL**

To: General Manager

Dear Sir:

The undersigned company agrees to furnish the Bell County Water Control & Improvement District No. 1 with Automotive and Red Dye Diesel Fuel requirements for a twenty-four (24) month period in accordance with all terms, conditions, specifications and regulations contained in this Contract and agree that such terms, conditions, specifications and regulations are part of this Contract.

Note: Bidder must submit a copy of OPIS used in submitting bid, failure to do so could negate bid.

We propose to furnish:

- 1) Automotive Diesel Fuel for a price of current weekly OPIS + or – (circle one) _____ cents per gallon.

- 2) Red Dye Diesel Fuel for a price of current weekly OPIS + or – (circle one) _____ cents per gallon.

WE PROPOSE TO FURNISH:

_____ Diesel Fuel within _____ days after a request for delivery is made.

(Brand)

Name of Company

Address

Telephone

Signed Officer/Agent