

Petroleum Traders

The County of Upshur  
State of Texas

**Bid # UP01-17**  
**For: Gasoline and Diesel Fuel**  
**Bid opens date/time: January 31, 2017 @ 9:00 a.m.**

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

**Sealed bids shall be delivered no later than:**

**Date/Time: January 30, 2017 @ 5:00 p.m.**  
**Location: Upshur County Judge, 100 W. Tyler St, 3<sup>rd</sup> Floor County Courthouse,**  
**PO Box 790, Gilmer, TX 75644**  
**Mark Envelope: Bid-UP01-17 Gasoline and Diesel Fuel**

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Upshur County reserves the right to waive simple informalities in this Invitation to Bid.

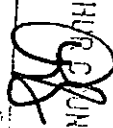
Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3<sup>rd</sup> Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, **please contact Andy Jordan Upshur County Road Administrator, at 903-843-7623.**

Bid UP01-16  
Gasoline and Diesel Fuel

FILED  
TERRI ROSS  
COUNTY CLERK  
2017 JAN 31 AM 10:38  
UPSHUR COUNTY, TX.  
BY   
TERRI ROSS

**Important Notice!** The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Upshur County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

### **Conflict of Interest Disclosure**

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Upshur County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense.

The form can be found at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

Upshur County  
Bid # UP01-17 Gasoline and Diesel Fuel  
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Gasoline and Diesel Fuel

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<p><u>Bids should be clearly marked:</u> Bid # UP01-17 Gasoline and Diesel Fuel</p>
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RETURN SEALED BID TO the following address  
January 30, 2017 not later than 5:00 p.m.

Upshur County Judge  
100 W. Tyler Street 3<sup>rd</sup> Floor  
P.O. Box 790  
Gilmer, Texas 75644

*FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED*

All Bids must be received in the County Judge's Office before the opening date and time.  
The time stamp located in the County Judge's Office will be considered the official time  
the bids are received.

## GENERAL REQUIREMENTS FOR SEALED BIDS

### READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

#### **ADDENDA**

When specifications are revised, the Upshur County Engineer will issue an addendum addressing the nature of the change. Bidders must sign it and include it in the returned bid package.

#### **ASSIGNMENT**

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of Upshur County Commissioners Court.

#### **AWARD**

Upshur County reserves the right to award this contract on the basis of **LOWEST AND BEST BID** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

#### **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or Cashier's Checks are not acceptable.

#### **CONTRACT OBLIGATION**

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. This contract is bound when accepted by Commissioners Court. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

#### **CONTRACT RENEWALS**

Renewals may be made **ONLY** by written agreement between Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

#### **DISQUALIFICATION OF BIDDER**

Upon signing this bid document, any bidder offering to sell supplies, materials, services, or equipment to Upshur County certifies that the bidder has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Sealed Bids may be rejected if the County believes that collusion exists among the Bidders. Sealed Bids in which the prices are obviously unbalanced may be rejected. If multiple Sealed Bids are submitted by a bidder and after the Sealed Bids are opened, one of the Sealed Bids is withdrawn, the result will be that all of the Sealed Bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for different products or services.

#### **FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

#### **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Upshur County's interpretation shall govern.

#### **GOVERNING LAW**

This request for bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

#### **HOLD HARMLESS AGREEMENT**

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

#### **INSPECTIONS & TESTING**

Upshur County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

#### **INVOICES AND PAYMENTS**

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

#### **MAINTENANCE**

Maintenance required for equipment proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

#### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

#### **PRICING**

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

#### **BID COMPLETION**

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

#### **BID RETURNS**

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. Late Sealed Bids will not be accepted.

#### **PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without a Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Upshur County without prejudice to other remedies provided by law. Where delivery times are critical, Upshur County reserves the right to award accordingly.

#### **SCANNED OR RE-TYPED RESPONSE**

If in its response, bidder either electronically scans, re-types, or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by bidder, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

#### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

#### **TAXES**

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Upshur County Road & Bridge Department.

#### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

#### **TERMINATION**

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

#### **TESTING**

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### **WAIVER OF SUBROGATION**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Upshur County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

#### **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

### **Upshur County** **Bid UP01-17 Gasoline and Diesel Fuel** **Instructions/Terms of Contract**

Upshur County is requesting bids on Gasoline and Diesel Fuel. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

**Delivery:** Bid price must include all costs, freight, FOB destination and delivery based on delivery to Upshur County Road & Bridge Department in quantities ordered by the Upshur County Road and Bridge Department.

**Exceptions/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**Minimum Standards for Responsible Prospective Bidders:** A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

**Upshur County**  
**Bid UP01-17 Gasoline and Diesel Fuel**  
**Instructions/Terms of Contract**

**NOTICE OF INSURANCE SECTION**

**Please Read Carefully**

**Insurance Requirements:** Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- **Commercial General Liability Insurance** at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- **Workers Compensation Insurance** at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- **Commercial Automobile Liability Insurance** at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

**Upshur County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement.** This coverage shall include a Waiver of Subrogation in favor of Upshur County, Texas.

Upshur County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Upshur County, Texas through its County Road Administrator, Andy Jordan, PO Box 730, Gilmer, Texas 75644, thirty (30) days written notice of same.



**Upshur County**  
**Bid UP01-17 Gasoline and Diesel Fuel**  
**Instructions/Terms of Contract**

**Termination for Default:** Upshur County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

**Notice:** Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1<sup>st</sup> class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

**Purchase Order:** Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

**Invoices:** Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

**Payment** will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

**Warranty:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

**Venue:** This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

**Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.**

**Upshur County**  
**Bid # UP01-17 Gasoline and Diesel Fuel**  
**Specifications**

**Scope:**

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Gasoline and Diesel Fuel. The bid will be effective starting March 1, 2017 and expiring February 28, 2018.

Bids must include the brand and specifications of fuel. Delivery of fuel will normally be by the transport load and shall be delivered within twenty-four (24) hours after the order is placed.

**Testing:**

Gasoline and Diesel Fuel are subject to testing by the County in a competent testing laboratory. Should tests indicate fuels are not meeting specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the noncompliance with specifications and to invoice the bidder for testing expense.

**Post-Terminal Price:**

Documentation shall be from the source refinery bid and shall bear the refinery's logo and/or letterheads or shall be from the Oil Price Information Service and shall bear the OPIS logo and/or letterhead.

Documentation shall identify the refinery source, refinery location, fuel brand and/or trade name, and fuel prices corresponding to the type (s) of fuel (s) designated on the IFB, for which a bid is made.

Bidder should indicate in the space provided on the IFB, the first and last names and telephone number(s) of the source refinery employee(s) who may verify fuel price for a given day.

If fuel is delivered from a refinery other than originally bid, the vendor shall supply, with the invoice, posted terminal price documents from both the refinery location originally bid and the refinery used. Upshur County will pay the lesser of the two selling prices.

Invoices not supported by all specified terminal price documents will be retained and payment held in abeyance, until the required documentation is received.

**Taxes:**

Upshur County will be responsible for all applicable taxes at time of billing. Contractors shall not include any taxes on bid proposal.

**Award Of Contract:**

The "TOTAL BID" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

A copy of the jobber's invoice to the bidder shall be submitted with this bid to verify the present dock or jobber's price. Successful bidder shall submit a copy of the jobber's current dock price with each invoice.

**Specifications/Minimum Requirements for Gasoline:**

100% hydrocarbon, lead-free Grade A fuel meeting federal lead-free specifications and having a minimum 86 octane by Research Method and Motor Average.

**Specifications/Minimum Requirements for Diesel:**

Supply Ultra-Low Sulfur Diesel fuel (ULSD) compliant with current EPA regulations.

**Bidding and Award of Contract**

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

**Bid for Gasoline and Diesel Fuel**

Upshur County is requesting bids for Gasoline and Diesel Fuel as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

<u>Quantity</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
50,000	Gasoline dock price as of 2:00 p.m. January 10, 2017	GAL	\$ <u>1.5465</u>	
	Profit Margin	GAL	\$ <u>+0.0586</u>	
	Total			\$ <u>1.6051</u>
70,000	Diesel (ULSD) dock price as of 2:00 p.m. January 10, 2017	GAL	\$ <u>1.6289</u>	
	Profit Margin	GAL	\$ <u>+0.0586</u>	
	Total			\$ <u>1.6875</u>
TOTAL BID: \$ <u>198,380.00</u>				

Additional profit margin if tanker loads are requested by Upshur County: \$ +0.1100

NOTE: Margins include freight rates but are exclusive of any applicable taxes. The +.0586 margins are based on 7,500 gallon deliveries (mixed gas/diesel). The +.1100 additional will apply to any orders less than 7,500 gallons.

Petroleum Traders Corporation

35-1462227

<b>Firm Submitting Bid</b> 7120 Pointe Inverness Way	<b>Federal ID Number</b>
<b>Address</b> Fort Wayne, IN 46804	
<b>City, State, Zip</b> Gayle Newton, Contract Sales Manager	<b>E-Mail Address</b> gnewton@petroleumtraders.com
<b>Name and Title of Individual Submitting Bid</b> 800-348-3705 opt. 4	<b>E-Mail Address</b> 260-203-3820
<b>Telephone Number</b>	<b>Fax Number</b>
<i>Gayle Newton</i> Signature of Authorized Representative	

**References:**

List three (3) companies or governmental agencies where these commodities have been provided:

1. **Name:** City of McKinney  
222 N Tennessee Street  
**Address:** McKinney, TX 75069 **Phone No.** 972-547-7586  
**Contact person:** Connie Brown **Title** Contract Specialist
2. **Name:** Katy Independent School District  
6301 South Stadium Lane  
**Address:** Katy, TX 77494 **Phone No.** 281-396-2768  
**Contact person:** Rebecca Holliday **Title** Accounts Payable Personnel
3. **Name:** Brazoria County  
111 East Locust  
**Address:** Angleton, TX 77515 **Phone No.** 979-864-1659  
**Contact person:** Elizabeth Morgan **Title** Administrative Assistant

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:  
 2017-158550

Date Filed:  
 01/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Petroleum Traders Corporation  
 FORT WAYNE, IN United States

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

Upshur County, TX

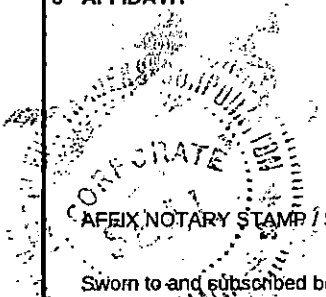
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid-UP01-17  
 Gasoline and Diesel Fuel

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Gayle Newton  
 Signature of authorized agent of contracting business entity  
 Gayle Newton, Contract Sales Manager

Sworn to and subscribed before me, by the said Contract Sales Manager, this the 26th day of January, 2017, to certify which, witness my hand and seal of office.

Linda Stephens Linda Stephens Vice President  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Lupke Rice Insurance & Financial Services), CONTACT NAME (Renee Riles), INSURER(S) AFFORDING COVERAGE (HDI-Gerling America Insurance Co., Certain Underwriters at Lloyd's, The North River Insurance Company), and INSURED (Petroleum Traders Corporation).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, Commercial Umbrella.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Table for CANCELLATION and AUTHORIZED REPRESENTATIVE (signature of D. B. Lupke).



**PETROLEUM TRADERS  
CORPORATION**

7120 Pointe Inverness Way  
Fort Wayne, IN 46804-7928  
(260) 432-6622

January 26, 2017

Upshur County Judge  
100 W. Tyler St.  
3rd Floor County Courthouse  
Gilmer, TX 75644

Re: Certificate of Insurance

To Whom It May Concern:

In the Bid-UP01-17 Gasoline and Diesel Fuel, it asks for a certificate of insurance with the Upshur County, TX officers, officials, employees, and volunteers named as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded the Bid-UP01-17 Gasoline and Diesel Fuel, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

Gayle Newton,  
Contract Sales Manager



Waskom, TX

Daily 01/10/2017

\*\*OPIS Gross Standard CBOB Ethanol 10% RVP 9 Prices\*\*

	Terms	Unl	Mid	Pre
Texaco	b 1t45c	1.5940	-- --	-- --
Valero	u N-10	1.5540	-- --	-- --
Valero	b 1-10	1.5865	-- --	-- --
Shell	b 125-3	1.5858	-- --	-- --
Chevron	b 1t45c	1.5940	-- --	-- --
<del>Placid</del>	<del>u Net</del>	<del>1.5465</del>	-- --	-- --
XOM	b 1-10	1.5970	-- --	-- --
Valero DS	b 1-10	1.5865	-- --	-- --
PSX	b 1-10	1.5913	-- --	-- --
OPIS Low		1.5465	-- --	-- --
OPIS High		1.5970	-- --	-- --
OPIS Average		1.5817	-- --	-- --
Branded Low		1.5858	-- --	-- --
Branded High		1.5970	-- --	-- --
Branded Average		1.5907	-- --	-- --
Unbranded Low		1.5465	-- --	-- --
Unbranded High		1.5540	-- --	-- --
Unbranded Average		1.5503	-- --	-- --
Contract Low		1.5465	-- --	-- --
Contract High		1.5970	-- --	-- --
Contract Average		1.5817	-- --	-- --
Cont Branded Low		1.5858	-- --	-- --
Cont Branded High		1.5970	-- --	-- --
Cont Branded Avg		1.5907	-- --	-- --
Cont Unbranded Low		1.5465	-- --	-- --
Cont Unbranded High		1.5540	-- --	-- --
Cont Unbranded Avg		1.5503	-- --	-- --

Waskom, TX

Daily 01/10/2017

\*\*OPIS Gross No. 2 LED Distillate Prices\*\*

	Terms	LS	HS	ULS
Texaco	b 1t45c	-- --	-- --	1.6900
Valero	u N-10	-- --	-- --	1.6366
Valero	b 1-10	-- --	-- --	1.6770
<del>Shell</del>	<del>u N-10</del>	<del>-- --</del>	<del>-- --</del>	<del>1.6289</del>
Shell	b 125-3	-- --	-- --	1.6453
Chevron	b 1t45c	-- --	-- --	1.6900
Placid	u Net	-- --	-- --	1.6580
XOM	b 1-10	-- --	-- --	1.6755
Valero DS	b 1-10	-- --	-- --	1.6770
PSX	b 1-10	-- --	-- --	1.7015
OPIS Low		-- --	-- --	1.6289
OPIS High		-- --	-- --	1.7015
OPIS Average		-- --	-- --	1.6680
Branded Low		-- --	-- --	1.6453
Branded High		-- --	-- --	1.7015
Branded Average		-- --	-- --	1.6795
Unbranded Low		-- --	-- --	1.6289
Unbranded High		-- --	-- --	1.6580
Unbranded Average		-- --	-- --	1.6412
Contract Low		-- --	-- --	1.6289
Contract High		-- --	-- --	1.7015
Contract Average		-- --	-- --	1.6680
Cont Branded Low		-- --	-- --	1.6453
Cont Branded High		-- --	-- --	1.7015
Cont Branded Avg		-- --	-- --	1.6795
Cont Unbranded Low		-- --	-- --	1.6289
Cont Unbranded High		-- --	-- --	1.6580
Cont Unbranded Avg		-- --	-- --	1.6412



**PETROLEUM TRADERS CORPORATION**  
7120 Pointe Inverness Way  
Fort Wayne, IN 46804  
Phone 800-348-3705  
Fax (260) 432-6564

January 30, 2017

Upshur County Judge  
100 W. Tyler St.  
3rd Floor County Courthouse  
Gilmer, TX 75644

Re: Bid-UP01-17 Gasoline and Diesel Fuel

Dear Mr. Jordan,

Petroleum Traders Corporation requested written documents of historical records relating to your current supplier. From a limited sample of the total invoices and bills of lading involved in your current contract, assuming that we have correctly analyzed these documents, they reflect the potential for as much as \$0.0700 overbilling on the diesel and as much as \$0.1000 overbilling per gallon on the gas. Using the yearly volume listed in the bid, it is reasonable to assume the current vendor may have overbilled you by as much as \$4,900 on diesel and \$5,000 on gasoline this past year.

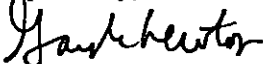
If in an expanded audit of these records supports over billings as a pattern, we assume your Purchase Authority would rule such a bidder ineligible for participation based on their failure to meet the common legal standard of "responsive and responsible." Petroleum Traders Corporation is available to help inform you of our findings on this matter.

The low bidder awarded last year was also not responsive to the bid solicitation, submitting a price tied to February 4<sup>th</sup> instead of February 5<sup>th</sup> as requested in the bid solicitation. This advantage put them as overall low on the total price, however their margins bid were not lower than the margins we had bid.

Both of these above factors resulted in awarding a vendor violating the bid solicitation and costing taxpayers' money. If a vendor violates the bid solicitation, we request that they be recognized as unresponsive and have their bid rejected.

Hopefully Petroleum Traders is simply the lowest number submitted recognizing we are responsive and responsible. If in fact, another bidder that has historically been awarded is awarded this contract, then we will request through the Freedom of Information Act, access to their previous award period to verify in turn whether they are a responsive and responsible bidder as defined by the State Auditor's office.

Respectfully,



Gayle Newton  
Contract Sales Manager

2017 JAN 31 AM 10:38  
FILED  
TERRI ROSS  
COUNTY CLERK  
BY \_\_\_\_\_  
UPSHUR COUNTY, TX.  
DEPUTY