

RECORDING FORM

To: Alison Hitchcock - C.J.

From: Purchasing: Pam Coussey

Date: 12-12-2013

RFP # 2014-405 Bulk Fuel

RFB # _____

Date approved in Commissioner's Court _____

Rejected in Commissioner's Court

Requested to rebid: _____ Requested NO rebid: X

Other: _____

- Original Bids/Proposals/Quotes/Qualifications
- Recap Sheet
- Misc. documentation

Please file/scan in the County Clerk's Records.

This envelope is

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GOLD
GOVBOY
1:2
1102 E KILLPATRICK ST
CLEBURNE TX 76031-1902

RFP 2014-405 Bull Fuel For
 JOHNSON COUNTY

JOHNSON COUNTY PURCHASING
 KELLI DAVIS
 1102 E. KILLPATRICK, STE B
 CLEBURNE TX 76031
 BID DUE NOV. 7 @ 2PM

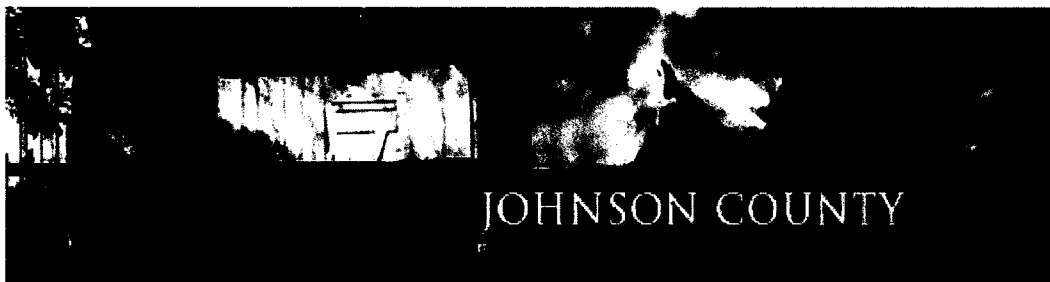
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NICOLE GANTY 734-946-2235 REAL PETROLEUM COMPANIES, INC. 1102 WICK ROAD RICHMOND, MI 48174		0.5 LBS	LTR	1 OF 1
SHIP TO: KELLI DAVIS JOHNSON COUNTY PURCHASING SUITE B 1102 E. KILLPATRICK CLEBURNE TX 76031-1902				
		TX 761 9-70		
		UPS NEXT DAY AIR TRACKING #: 1Z 094 732 01 9455 6918		
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VENDOR NAME
RYA PETROLEUM COMPANIES, INC

REQUEST FOR PROPOSAL
BULK FUEL
FOR
JOHNSON COUNTY



RFP 2014-405
DUE DATE: NOVEMBER 7, 2013
BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Four (4) complete sets of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be placed in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. **Commercial and Comprehensive Liability**
\$ 1,000,000.00 CSL BI & PD per Occurrence
\$ 2,000,000.00 General Aggregate
\$ 2,000,000.00 Products/Completed Operations Aggregate
\$ 1,000,000.00 Personal/Advertising Injury
\$ 3,000,000.00 Fire damage

2. **Automobile Liability**
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. **Worker's Compensation**
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. **All Coverage's**

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- Completed W9 Form; and,
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective December 1, 2013 to November 30, 2014, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel

All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Unleaded Gasoline

Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately 55,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.

Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded

Minimum 87 Octane Rating

Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.

Diesel Fuel Specifications

The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.

Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately 122,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the OPIS PAD 3 report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 – Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. **Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:

- a. Name and address of vendor

RFP 2014-405 Bulk Fuel

- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
 18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
 19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
 20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

Delivery Points:

1. Precinct #1: 2744 West FM 4, Cleburne: Above ground tanks; 2 diesel tanks of 7,000 gallons each, estimated 30,000 gallons needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 17,000 gallons needed.
2. Precinct #2: 3425 CR 920, Crowley: Above ground tanks; 1 diesel tank of 2,000 gallons, estimated 25,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
3. Precinct #3: 10420 East 917, Alvarado: Above ground tanks; 1 diesel tank of 8,000 gallons, estimated 37,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
4. Precinct #4: 4300 E FM 4, Cleburne: Above ground tanks; 1 diesel tank of 5,000 gallons, estimated 30,000 needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 11,000 gallons needed.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A	
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation

Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.


Name of Unleaded Gasoline Fuel Supplier (i.e. Shell, Shamrock, Texaco)	IPC, MOTIVA, MURPHY
Rack Price per Gallon as of October 22, 2013	2.5044
Markup per Gallon	+ .02
Delivery Charge	.1333
Name of Contact for Placing Orders	CUSTOMER SERVICE
Title of Contact	CUSTOMER SERVICE
Telephone No. of Contact	800-875-3835
Name of Company	RYA PETROLEUM COMPANIES, INC.

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: RYA PETROLEUM COMPANIES Phone: 800-875-3835 Fax: 734-531-2303

Address: 28340 Wick Rd. City: ROMULUS State/Zip: MI, 48174

 KARI ELLIOTT
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

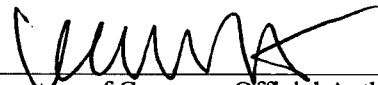
Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	IPC, MOTIVA, MURPHY
Rack Price per Gallon as of October 22, 2013	3.0260
Markup per Gallon	+1.0257
Delivery Charge	.1334
Name of Contact for Placing Orders	CUSTOMER SERVICE
Title of Contact	CUSTOMER SERVICE
Telephone No. of Contact	800-875-3835
Name of Company	RVA PETROLEUM COMPANIES, INC.

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal/proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: RVA PETROLEUM COMPANIES Phone: 800-875-3835 Fax: 731-531-2303

Address: 28340 Wick Rd. City: ROMULUS State/Zip: MI, 48174


(Signature of Company Official Authorizing Proposal) KARI ELLIOTT, CEO
(Printed Name and Title)

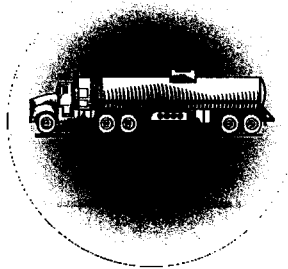
OPIS Standard Rack Prices Weekly for 10/22/2013 - 10/22/2013

Date (Weekly)	RFG Ethanol 10% Regular Dallas/Ft. Worth TX Gross Contract Average(\$/gal)	Ultra-Low Diesel LED Dallas/Ft. Worth TX Gross Contract Average(\$/gal)
10/21/2013	2.5044	3.0260



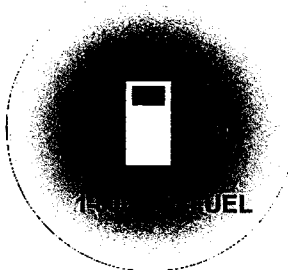
RKA Petroleum Companies, Inc

*RKA Petroleum is a One Stop Shop...
"For All Your Fueling Needs!"*



*RKA specializes in:
Alternative Fuels & Energies
Commercial Fueling
Dispatching
Express Fueling
Retail Branding
Terminaling*

*RKA Petroleum Companies offers solution
planning for your fueling business... give
us a call today!*



At RKA Petroleum Companies, we are often asked how do we anticipate our customers needs so well? The answer lies in the experience we've gained in our family business over the past 60 years.

Re-invented by the late Roger Albertie, this third generation privately-held family-operated business understands the intricacies associated with scheduling deliveries, customer services, and invoicing accurately. As a company, and a family, we have endured difficulties, overcome challenges, and celebrated many victories.

RKA Petroleum Companies is certified by the Women's Business Enterprise and is headquartered in Romulus, Michigan. RKA distributes more than 325MM gallons of fuel annually through its network of retail dealers, commercial businesses and job sites, and its pipeline terminal operation. The company does business throughout the United States and Ontario and offers all varieties of petroleum products including B5, B10, B20, and B99 biodiesel blends or straight B100, straight ethanol, E85, and ethanol blended gasoline, and various distillate blends.

RKA truly understands the meaning behind words like value, customer service, and dedication. These missions are important credentials not just to our customers, but to our own business.

Throughout the company's history, we have always looked towards the future. We are proud to have been a part of many advances in fueling technology which we have passed along to our customers. For us, customer service and employee satisfaction are the top priority.

Our astute knowledge of the fuel industry, coupled with 60 years experience, helps RKA Petroleum Companies bid diverse and practical solutions to meet any customer's fueling needs. If you are not sure of your needs, RKA Petroleum Companies offers fueling assessments and solution planning. Now, with RKA's Fuel Management Program, we can efficiently monitor and control your inventory remotely, saving you time and money.

When you choose RKA Petroleum Companies as your fuel supplier, you become more than a customer, you become a member of the family.

Welcome!

*Web Site Tip:
For more information
about RKA Petroleum
Companies and our services,
visit our website at
www.rkapetroleum.com*

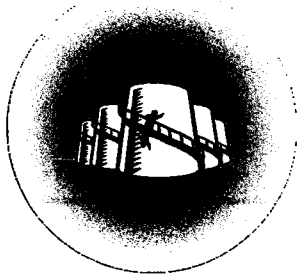


Alternative Fuels & Energies

Whatever your fueling needs, RKA Petroleum Companies can help.

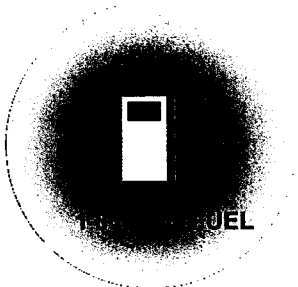
RKA Petroleum Companies prices will not be beat, and you can see that every day with our On-Line Pricing Application.

Each morning on your fax machine or e-mail you can receive the most competitive quote for your fueling needs.



*RKA specializes in:
Alternative Fuels & Energies
Commercial Fueling
Dispatching
Express Fueling
Retail Branding
Terminaling*

RKA Petroleum Companies offers solution planning for your fueling business... give us a call today!



RKA Petroleum Companies offers Ethanol and Biodiesel fuels. At RKA, we remain committed to preserving the environment and supporting the necessary changes in the fueling and energy industry.

ETHANOL

Did you know that ethanol demand in the United States will reach 7.5 billion gallons by 2012? By then, Ethanol will make up nearly 4.5% of all gasoline. So, what does this mean to everyone? It means, quite simply, that there is an emerging market for ethanol in the State of Michigan and across the world.

RKA is now Michigan's supplier of ethanol products. The RKA Terminal can blend ethanol in products at the rack and also has the capability of selling the ethanol products in bulk.

Not only is Ethanol an exciting solution for the environment, but it also supports our agricultural community, and that is important at RKA. We are on board today, for tomorrow... now more than ever!



BIODIESEL

Biodiesel is made from biomass and is a replacement fuel made from oils such as soybean or canola oil, recycled grease, or from animal fats. Biodiesel offers many benefits to the user including reduced emissions and better lubricity. RKA offers electronically blended B5, B10, and B20 products at the rack or for delivery.



As a certified BQ-9000 Marketer, RKA strives to exceed our customers' expectations by being customer focused, supplying, and delivering on-spec biodiesel that is recognized from coast-to-coast for quality. RKA offers clear, dyed, premium, and premium dyed blends.

Call us today to find out more about RKA Petroleum Companies and our initiatives in alternative fueling and energy.

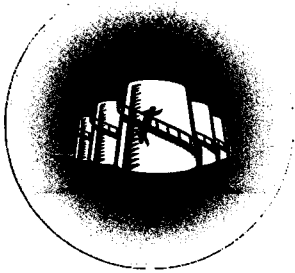
*Web Site Tip:
For more information
about RKA Petroleum
Companies and our services,
visit our website at
www.rkapetroleum.com*



Commercial Fueling Division

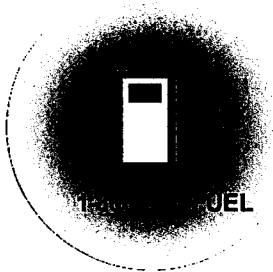
Whatever, and wherever your fueling needs - RKA Petroleum Companies can help in many ways then one:

RKA Petroleum Companies prices will not be beat, and you can see that every day with our On-Line Pricing Application. Each morning on your fax machine or e-mail you can receive the most competitive quote for your fueling needs.



*RKA specializes in:
Alternative Fuels & Energies
Commercial Fueling
Dispatching
Express Fueling
Retail Branding
Terminaling*

RKA Petroleum Companies offers solution planning for your fueling business... give us a call today!



SAVINGS

Who isn't looking for the best rate for fuel? RKA Petroleum Companies can offer fixed contract pricing and OPIS (Oil Price Information System) or Platts based contracts. How is that possible? Why does RKA have so many more advantages over the competition? With the largest independently owned terminal in Michigan, we store over 13 million gallons of fuel and offer a wide variety of products. In addition, RKA has access to all major pipelines and railroads, which ensures you will receive the best possible price for all your fueling needs.

*Web Site Tip:
For more information about RKA Petroleum Companies and our services visit our website at www.rkapetroleum.com*

DELIVERY and SERVICE

Have you ever ran out of fuel? It can be frustrating and is not a pleasant feeling. RKA Petroleum Companies can help eliminate these situations through our innovative Fuel Management Program and exclusive monitoring technology. With just-in-time inventory, you will never be without fuel and you will never pay for an unnecessary delivery. With the RKA Fuel Management Program, we keep track of your inventory remotely, in real-time. We know when to bring you fuel and when not to. No matter the scope of your project, we can offer a tank to store your fuel. From 300 gallons to as large as your fueling requirements will take you RKA can set you up with a tank in no time! Call us today to inquire about tanks, pump and the RKA Fuel Management Program.



QUALITY



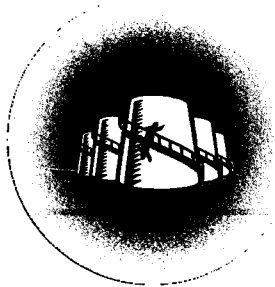
Pure Power Premium Diesel is the answer to your winter and summer blended product requirements. The Pure Power Product has been recognized for its excellence in quality and awarded for exceeding L-10 standards! We also offer biodiesel. Focused on octane, cetane, cold-filter plugging point, and cloud point RKA Petroleum Companies will meet all of your specification need



Transportation Division

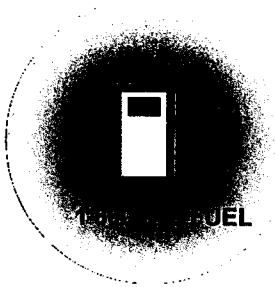
RKA Petroleum Companies prices will not be beat, and you can see that every day with our On-Line Pricing Application.

Each morning on your fax machine or e-mail you can receive the most competitive quote for your fueling needs.

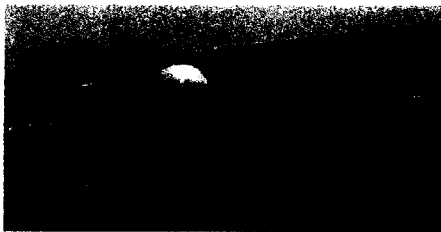


RKA specializes in:
Alternative Fuels & Energies
Commercial Fueling
Dispatching
Express Fueling
Retail Branding
Terminaling

RKA Petroleum Companies offers solution planning for your fueling business... give us a call today!



RKA Petroleum Companies operates a full fleet of transport and tangwagon trucks to serve your company's fueling needs. Since the late 1980's, when RKA Petroleum Companies acquired Rex Carriers, RKA has been a bulk carrier specialist and has maintained common carrier authority in the tri-state area as well as in Canada.



RKA's Dispatch Department maintains the back-end operations for all of RKA's business and represents one of the key elements in providing quality service to customers. With a diverse staff and professionally licensed drivers, RKA Petroleum Companies will meet and exceed all of your fueling needs!

RKA's transport haulers specialize in aviation hauling, multi-gallon and oversized loads, and inter-state hauling. RKA's giant 13,000 gallon trailers are specially lined to protect lubricants and petroleum products. As an authorized U.S. and Canadian hauler, RKA can serve all your needs!

RKA's exclusive tankwagon fleet specializes in commercial fuel deliveries. Specially trained and certified drivers puts RKA Petroleum Companies above the rest and allows us to serve your needs!

Rex also maintains a network of relationships across the United States and serves as a third party logistics freight company for RKA.

Timely deliveries and courteous and responsible drivers compliment our knowledgeable customer service staff allowing us to be number one in our industry. Come join RKA and put our staff to the test!

Web Site Tip:
For more information about RKA Petroleum Companies and our service visit our website at www.rkapetroleum.com



REFERENCES

- 1.) DLA (Defense Logistics Agency) - Department of Defense – Military Contract**
8725 John J. Kingman Road, Fort Belvoir, VA 22060

Main Contact: Sharon Davis, Contracting Officer
Email: Sharon.R.Davis@dla.mil
Telephone: (703) 767-9514
Fax: (703) 767-8506
Description: **Dates: 2001 – Current**
We currently deliver to most Air force, US Coast Guard, Army, Navy and other Military bases.
- 2.) State of Michigan including MDOT (MiDEAL contract)**
530 West Allegan Street, 2nd Floor, Lansing, MI 48909

Main Contact: Ann Williams, Buyer Manager
Email: walshw@michigan.gov
Telephone: (517) 373-6535
Fax: (517) 335-0046
Description: **Dates: 2004 - Current**
RKA handles all State of Michigan locations– Many schools, municipalities, and road Commissions piggyback on this contract.
- 3.) Vanguard –Headquarters - Purchasing Department**
6929 North Lakewood Avenue, Tulsa, OK 74117

Main Contact: Ryan Culleton, Director of Purchasing
Email: ryan.culleton@erac.com
Telephone: (314) 512-5710
Fax: (918) 401-8350
Description: **Dates: 2008 – Current**
RKA handles several locations throughout USA. We currently deliver to Car rental locations such as Alamo and National.
- 4.) LYNX – Mass Transit Headquarters**
455 North Garland Avenue, Orlando, FL 32801

Main Contact: Nancy Rodriguez, Purchasing Manager
Email: NRodriguez@golynx.com
Telephone: (407) 841-2279 x 6033
Fax: (407) 254-6292
Description: **Dates: 2008 – Current**
RKA handles over 3M Gallons of fuel each year for this Mass Transit (buses) company.
- 5.) Hertz Corporation – Multiple Locations**
225 Brae Blvd., Park Ridge, NJ 07656

Main Contact: Jason Deiber
Email: jdeiber@hertz.com
Telephone: (734) 955-4654
Description: **Dates: 2007 - Current**
RKA handles over 6M Gallons of fuel each year for the Car Rental Locations as well as the airport shuttles and hotel shuttles.
- 6.) AMTRAK**
2955 Market Street 5th Floor 30th St. South, Philadelphia, PA 19104

Main Contact: Robert Carter
Email: robert.carter@amtrak.com
Telephone: (215) 349-4889
Fax: (215) 349-4141
Description: **Dates: 2010 - Current**
Fuel Services to both Direct to Locomotive and to Underground Storage Tanks for locomotives/rail cars. We do typically 4 loads per da



hereby grants

National Women's Business Enterprise Certification

to

RKA Petroleum Companies, Inc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - Great Lakes, a WBENC Regional Partner Organization.

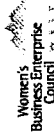
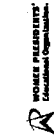
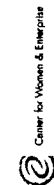

Authorized by Michelle Richards, President,
Women's Business Enterprise Council - Great Lakes

Expiration Date: 05/21/2014
WBENC National Certificate Number: 2005120380



NAICS Codes: 424720

UNSPSC Codes: 78102101





4330 Willinger St
Fort Worth, TX 76119

RF # 2014-405
Bulk W&B ED
Spencer County



**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline ^{Diesel} Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	Varron (Flint Hills, Valero)
Rack Price per Gallon as of October 22, 2013	2.9760
Markup per Gallon	.08
Delivery Charge	0
Name of Contact for Placing Orders	Susie Freels
Title of Contact	Sales
Telephone No. of Contact	817.228.9462
Name of Company	Reeder Distributors

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal/proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Reeder Distributors Phone: 817 429 5957 Fax: 817 429 9052
 Address: 5450 Wilbarger City: Ft. Worth State/Zip: TX 76119

 (Signature of Company Official Authorizing Proposal) (Printed Name and Title)

RFP 2014-2015

For Bulk fuel services
for Johnson County

Murphy Scott
RESOURCES
Wholesale Fuel

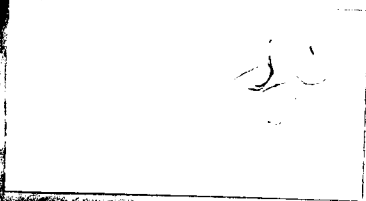
Mystik
GPC

Greg Poort
Sales

24Hr Dispatch
817-201-0764

Office: 817-866-3413
Cell: 817-823-9807
Fax: 817-887-1673

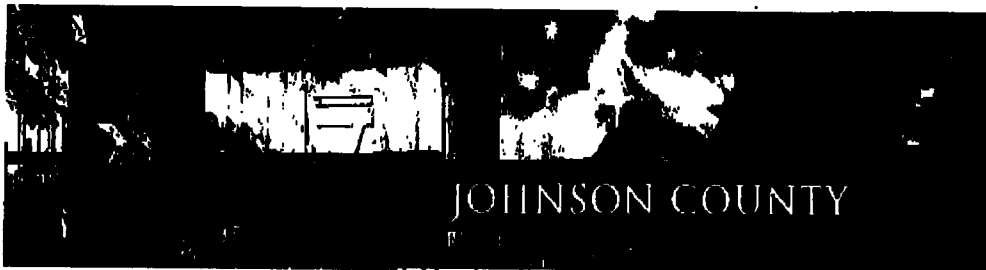
gpoort@murphyscottresources.com
www.murphyscottresources.com



MURPHY
SCOTT
RESOURCES

VENDOR NAME

**REQUEST FOR PROPOSAL
BULK FUEL
FOR
JOHNSON COUNTY**



**RFP 2014-405
DUE DATE: NOVEMBER 7, 2013
BY 2:00 P.M.**

**Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org**

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Four (4) complete sets of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be placed in a sealed envelope, signed by a person having authority to bind the firm in a contract and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

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right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. **Commercial and Comprehensive Liability**
\$ 1,000,000.00 CSL BI & PD per Occurrence
\$ 2,000,000.00 General Aggregate
\$ 2,000,000.00 Products/Completed Operations Aggregate
\$ 1,000,000.00 Personal/Advertising Injury
\$ 3,000,000.00 Fire damage
2. **Automobile Liability**
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. **Worker's Compensation**
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- Completed W9 Form; and,
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective December 1, 2013 to November 30, 2014, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel

All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Unleaded Gasoline

Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately 55,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.

Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded	Minimum 87 Octane Rating
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Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.

Diesel Fuel Specifications

The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.

Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately 122,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the OPIS PAD 3 report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 - Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

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of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:
 - a. Name and address of vendor

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- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
 18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
 19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
 20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

Delivery Points:

1. Precinct #1: 2744 West FM 4, Cleburne: Above ground tanks; 2 diesel tanks of 7,000 gallons each, estimated 30,000 gallons needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 17,000 gallons needed.
2. Precinct #2: 3425 CR 920, Crowley: Above ground tanks; 1 diesel tank of 2,000 gallons, estimated 25,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
3. Precinct #3: 10420 East 917, Alvarado: Above ground tanks; 1 diesel tank of 8,000 gallons, estimated 37,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
4. Precinct #4: 4300 E FM 4, Cleburne: Above ground tanks; 1 diesel tank of 5,000 gallons, estimated 30,000 needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 11,000 gallons needed.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities:	N/A
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation

Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

RFP 2014-405 Bulk Fuel

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

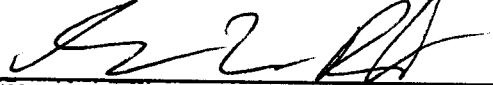
Name of Unleaded Gasoline Fuel Supplier (i.e. Shell, Shamrock, Texaco)	Flint Hills Resources
Rack Price per Gallon as of October 22, 2013	2.4185
Markup per Gallon	.30
Delivery Charge	0 \$150.00
Name of Contact for Placing Orders	Greg Poort
Title of Contact	Sales
Telephone No. of Contact	817 823-9807
Name of Company	Murphy Scott Resources

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Murphy Scott Resources Phone: 817 866-3113 Fax: 817 897-1673

Address: 9841 S I35W City: Grandview State/Zip: TX 76050

 Greg Poort Sales
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.


Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	Flint Hills Resources
Rack Price per Gallon as of October 22, 2013	2.9560
Markup per Gallon	.10
Delivery Charge	\$235.00
Name of Contact for Placing Orders	Greg Poort
Title of Contact	Sales
Telephone No. of Contact	817 823-9807
Name of Company	Murphy Scott Resources

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Vendor: Murphy Scott Resources Phone: 817 866-3413 Fax: 817 887-1673

Address: 9841 SI35 W City: Glandview State/Zip: TX 76050

 Greg Poort Sales
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

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Vendor: Murphy Scott Resources Phone: 817 866-3413 Fax: 817 887-1673

Address: 9841 SI35 W City: Gandview State/Zip: TX 76050

 Greg Poort Sales
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

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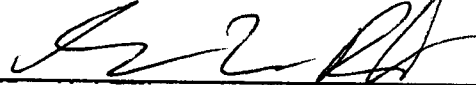
Name of Unleaded Gasoline Fuel Supplier (i.e. Shell, Shamrock, Texaco)	Flint Hills Resources
Rack Price per Gallon as of October 22, 2013	2.4185
Markup per Gallon	.30
Delivery Charge	0 \$150.00
Name of Contact for Placing Orders	Greg Poort
Title of Contact	Sales
Telephone No. of Contact	817 823-9807
Name of Company	Murphy Scott Resources

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Vendor: Murphy Scott Resources Phone: 817 866-3113 Fax: 817 897-1673

Address: 9841 S I35 W City: Grandview State/Zip: TX 76050


(Signature of Company Official Authorizing Proposal) Greg Poort Sales
(Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

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Vendor: Murphy Scott Resources Phone: 817 866-3413 Fax: 817 897-1673

Address: 9841 S I35 W City: Crandall State/Zip: TX 76050

 Greg Poort Sales
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	Flint Hills Resources
Rack Price per Gallon as of October 22, 2013	2.9560
Markup per Gallon	.10
Delivery Charge	\$235.00
Name of Contact for Placing Orders	Greg Poort
Title of Contact	Sales
Telephone No. of Contact	817 823-9807
Name of Company	Murphy Scott Resources

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Vendor: Murphy Scott Resources Phone: 817 866-3413 Fax: 817 887-1673
 Address: 9841 SI35 W City: Gandview State/Zip: TX 76050
[Signature] Greg Poort Sales
 (Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

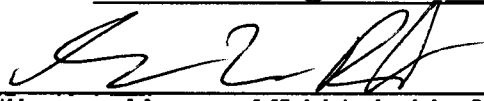
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Title of Contact	Sales
Telephone No. of Contact	817 823-9807
Name of Company	Murphy Scott Resources

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Vendor: Murphy Scott Resources Phone: 817 866-3413 Fax: 817 897-1673

Address: 9841 S I35W City: Grandview State/Zip: TX 76050

 Greg Poort Sales
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.


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Rack Price per Gallon as of October 22, 2013	2.9560
Markup per Gallon	.10
Delivery Charge	\$235.00
Name of Contact for Placing Orders	Greg Root
Title of Contact	Sales
Telephone No. of Contact	817 823-9807
Name of Company	Murphy Scott Resources

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

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Vendor: Murphy Scott Resources Phone: 817 866-3413 Fax: 817 887-1673

Address: 9841 SI35 W City: Gandview State/Zip: TX 76050

 Greg Root Sales
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

FedEx

Express

From: (281) 370-5928
Celine Schaefer
Gold Star Petroleum
1000 E Frontage Rd. US 83 EXPY
San Juan, TX 78589

Origin ID: MFEA

SHIP TO: (817) 556-4384
Kelli Davis, CPPB

Johnson County Purchasing
Suite B
CLEBURNE, TX 76031

BILL SENDER

J1201100280336



Handwritten: R. L. L.

Ship Date: 01NOV13
Actual: 10 LB
CAD: 2260577/NET3430

Delivery Address Bar Code

Ref #
Invoice #
PO #
Dept #



BULK FUEL#201440202E1171302

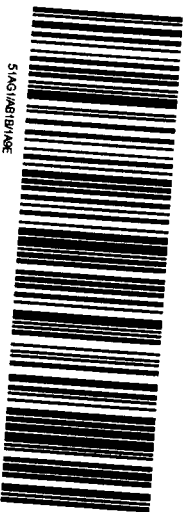
Extremely Urgent

TRK# 7970 6328 4760
ZBT

WED - 06 NOV AM
EXPRESS SAVER

SE FWHA

76031
TX-US
DFW



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Insert shipping document here.

Gold Star Petroleum, Inc.
P.O. Box 1151
Spring, Texas 77091 1151

Johnson County, Texas
Kelli Davis, CPB, Fulbright
1102 E. Kilpatrick, Suite
Cleburne, TX 76031

8:00-405

"ORIGINAL"

VENDOR NAME
GOLD STAR PETROLEUM, INC.

REQUEST FOR PROPOSAL
BULK FUEL
FOR
JOHNSON COUNTY



RFP 2014-405
DUE DATE: NOVEMBER 7, 2013
BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Four (4) complete sets of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be placed in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- Completed W9 Form; and,
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective December 1, 2013 to November 30, 2014, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel

All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Unleaded Gasoline

Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately 55,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.

Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded	Minimum 87 Octane Rating
------------------	--------------------------

Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.

Diesel Fuel Specifications

The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.

Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately 122,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the OPIS PAD 3 report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 -- Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. **Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:

- a. Name and address of vendor

RFP 2014-405 Bulk Fuel

- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
 18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
 19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
 20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

Delivery Points:

1. Precinct #1: 2744 West FM 4, Cleburne: Above ground tanks; 2 diesel tanks of 7,000 gallons each, estimated 30,000 gallons needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 17,000 gallons needed.
2. Precinct #2: 3425 CR 920, Crowley: Above ground tanks; 1 diesel tank of 2,000 gallons, estimated 25,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
3. Precinct #3: 10420 East 917, Alvarado: Above ground tanks; 1 diesel tank of 8,000 gallons, estimated 37,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
4. Precinct #4: 4300 E FM 4, Cleburne: Above ground tanks; 1 diesel tank of 5,000 gallons, estimated 30,000 needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 11,000 gallons needed.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A	
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation

Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

RFP 2014-405 Bulk Fuel

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

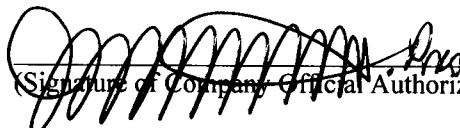
Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Shell , Shamrock, Texaco)	ALON, SHELL, EXXONMOBIL, DELEX, FLINTHILLS, VALERO
Avg. Rack Price per Gallon as of October 22, 2013 *PRICES SHALL BE BASED ON OPIS DFW, RACK AVG.	2,5979
Markup per Gallon	.0945
Delivery Charge	—
Name of Contact for Placing Orders	MARTIN, CELENO, DIANA, JJ
Title of Contact	G.M, OPS. MGR, P&ES.
Telephone No. of Contact	281-379-5928
Name of Company	GO20 STAR PETROLEUM, INC.

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: GO20 STAR PETROLEUM, INC. Phone: 281-379-5928 Fax: 281-379-5928
 Address: PO BOX 11151 City: SPRING State/Zip: TX 77391

 J. N. RODRIGUEZ, PRESIDENT
 (Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	ALON, DELEK, CINGO, EXXON MOBIL, FLINTHILLS, SHELL, VALERO
Avg. Rack Price per Gallon as of October 22, 2013 * PRICES SHALL BE BASED ON OPIS@DFW, RACK AVG.	3.0719
Markup per Gallon	.0945
Delivery Charge	—
Name of Contact for Placing Orders	MARTIN, CELENA, DIANA, JJ
Title of Contact	G. Mgr., Ops. Mgr. - Pres.
Telephone No. of Contact	281.379.5928
Name of Company	Gold Star Petroleum, Inc.

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal/proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Gold Star Petroleum, Inc. Phone: 281.379.5928 Fax: 281.379.5928

Address: PO Box 11151 City: Spring State/Zip: Tx 77391

[Signature], Pres. J.J. RODRIGUEZ, PRESIDENT
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

Dallas Metro, TX OPIS Standard Rack
 OPIS RFG Ethanol 10% Gross Prices

Daily 10/17/2013

	Terms	Unl	Mid	Pre
Cenex	b 1-10	262.00	285.00	294.50
Texaco	b 1t45c	261.70	271.70	298.60
Valero	u N-10	259.05	269.80	289.05
Valero	b 1-10	259.55	269.30	292.55
Shell	u N-10	256.18	270.18	295.18
Shell	b 1-10	261.56	272.67	297.41
Chevron	b 1t45c	261.70	271.70	298.60
Murphy	u N-12	-- --	-- --	324.39d
Global	u 1-10	261.84	265.76	279.57
FlntHlsRs	u N-10	251.85	262.05	281.85
XOM	b 1-10	261.45	272.45	297.05
WestrnPet	u N-10	297.25d	-- --	-- --
Valero DS	b 1-10	259.55	269.30	292.55
Dir Fuels	u N-10	255.00	-- --	285.00
Noble	u N-10	305.00o	314.00o	333.00o
PSX	b 1-10	257.15	265.99	289.98
Alon	b 1-10	260.70	-- --	291.70
CoxPetrol	b N-10	258.85d	269.05d	288.85d
Contract Low		256.18	265.76	279.57
Contract High		262.00	285.00	298.60
Contract Average		259.79	270.91	292.24

OPIS No. 2 LED Distillate Gross Prices

	Terms	LS	HS	ULS
Cenex	b 1-10	-- --	-- --	303.10
Texaco	b 1t45c	-- --	-- --	307.90
Valero	u N-10	-- --	-- --	305.15
Valero	b 1-10	-- --	-- --	305.95
Shell	u N-10	-- --	-- --	303.41d
Shell	b 1-10	-- --	-- --	306.67
Chevron	b 1t45c	-- --	-- --	307.90
Murphy	u N-12	-- --	-- --	304.94
Global	u 1-10	-- --	-- --	309.21
U.S. Oil	u N-10	-- --	-- --	304.50
FlntHlsRs	u N-10	-- --	-- --	296.85
XOM	b 1-10	-- --	-- --	307.68
WestrnPet	u N-10	-- --	-- --	335.90
Delek	u N-10	-- --	-- --	303.80
Valero DS	b 1-10	-- --	-- --	305.95
Musket	u N-10	-- --	-- --	304.75
Dir Fuels	u N-10	-- --	-- --	302.00
Noble	u N-10	-- --	-- --	301.00
CHS UFM	u 1-10	-- --	-- --	307.71
Gavilon	u N-10	-- --	-- --	304.24
PSX	b 1-10	-- --	-- --	306.88
Alon	b 1-10	-- --	-- --	307.05
Contract Low		-- --	-- --	302.20
Contract High		-- --	-- --	335.90
Contract Average		-- --	-- --	307.19

RE: JOHNSON COUNTY FUEL BLD - RFP 2014-405

Gold Star Petroleum, Inc.
 P.O. Box 11151
 Spring, Texas 77391-1151

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/08/13

PRODUCER
INSURED'S COPY
FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

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

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED
GOLD STAR PETROLEUM INC
PO BOX 11151
SPRING TX 77391
034-322-8

COVERAGES

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9026832	04/01/13	04/01/14	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one fire) \$ 100,000				
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9026832	04/01/13	04/01/14	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
					OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	724630	04/01/13	04/01/14	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	9877123	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	EL EACH ACCIDENT \$ 1,000,000				
	EL DISEASE - POLICY LIMIT \$ 1,000,000				
	EL DISEASE - EA EMPLOYEE \$ 1,000,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

GOLD STAR PETROLEUM INC
PO BOX 11151
SPRING TX 77391

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffery S. ...
PRESIDENT

**HOUSTON MINORITY SUPPLIER
DEVELOPMENT COUNCIL**



THIS CERTIFIES THAT

Gold Star Petroleum, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Houston Minority Supplier Development Council.

****NAICS Code(s): 447110; 447190; 424710; 424720**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

December 18, 2012

Issued Date

December 31, 2013

Expiration Date

HS14413

Certificate Number

Richard A. Huebner, President, HMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

GOLD STAR PETROLEUM INC

is duly registered as a

Small Business Enterprise

Effective Date: 1/10/2013

Expiration Date: 12/31/2013



A handwritten signature in cursive script, reading "Brenda Ramsey".

Vice President, Small Business Development Division

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742207900800
File/Vendor Number: 35976
Approval Date: 18-DEC-2012
Scheduled Expiration Date: 31-DEC-2013

In accordance with the Memorandum of Agreement between the Houston Minority Supplier Development Council (HMSDC) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

GOLD STAR PETROLEUM, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 10-JAN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12



Gold Star Petroleum, Inc.

"Exceptional Fuels, Exceptional Service ~ For Over 30 Years"

REFERENCES

Gillespie County
2254 Highway 87, North
Fredericksburg, Texas
Ray
830.990.9019

Hays CISD
21003 I-35
Kyle, Texas 78640
Barbara Vrazel
512.268.2141 ext 6067

La Joya ISD
7415 West Mile 7 Rd
Mission, Texas
Laura
956.580.6050

City of Edinburg
1201 N Doolittle Rd
Edinburg, Texas 78539
Ramiro Garza
956.383.5661

Available on Request

US Department of Homeland Security
Texas A&M University
Texas Department of Criminal Justice
City of Brownsville
Brownsville ISD
Prairie View A&M University
University of Texas

DOUGLASS
DISTRIBUTING



Tonya Crow
Sales Representative

P.O. Box 1124
325 E. Forest Avenue
Sherman, Texas 75090
DouglassDist.com

Cell (903) 271-8898
Direct (903) 813-5164
Fax (903) 891-8692
tonyac@douglassdist.com

Handwritten initials: *TC*

Douglass Distributing Company

P.O. Box 1124
Sherman, Texas 75091-1124
(903) 893-1181

TO:

Johnson County Purchasing
Kelli Davis, Office Purchasing
Agent
1103 E. Kilpatrick, Suite B
Arlington, TX 76010

DOUGLASS COMPANY

VENDOR NAME

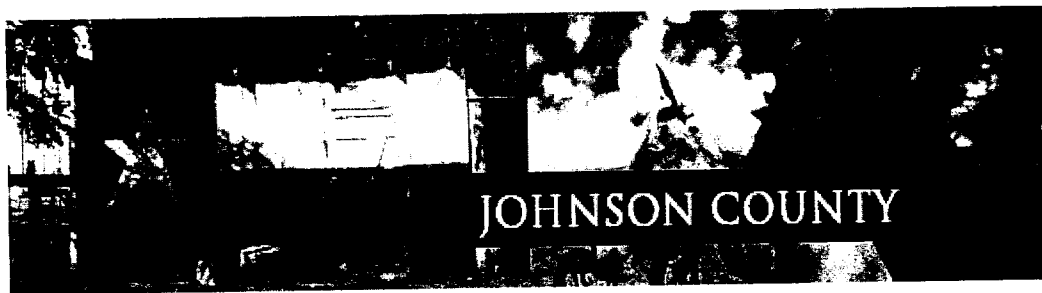
Douglass Distributing

REQUEST FOR PROPOSAL

BULK FUEL

FOR

JOHNSON COUNTY



RFP 2014-405

DUE DATE: NOVEMBER 7, 2013

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: ~~Four (4) complete sets~~ of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

~~Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Columbne, Texas 76031~~

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: ~~RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.~~

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, ~~a list of references (listing name, mailing address, and telephone number)~~ of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- Completed ~~W9 Form~~ and,
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective ~~December 1, 2013 to November 30, 2014~~, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel

All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Unleaded Gasoline

Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately 55,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.

Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded	Minimum 87 Octane Rating
------------------	--------------------------

Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.

Diesel Fuel Specifications

The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.

Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately 122,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the ~~OPIS PAD 3~~ report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 – Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. **Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:
 - a. Name and address of vendor

- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
 18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
 19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
 20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

Delivery Points:

1. Precinct #1: 2744 West FM 4, Cleburne: Above ground tanks; 2 diesel tanks of 7,000 gallons each, estimated 30,000 gallons needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 17,000 gallons needed.
2. Precinct #2: 3425 CR 920, Crowley: Above ground tanks; 1 diesel tank of 2,000 gallons, estimated 25,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
3. Precinct #3: 10420 East 917, Alvarado: Above ground tanks; 1 diesel tank of 8,000 gallons, estimated 37,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
4. Precinct #4: 4300 E FM 4, Cleburne: Above ground tanks; 1 diesel tank of 5,000 gallons, estimated 30,000 needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 11,000 gallons needed.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A	
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation
Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Shell, Shamrock, Texaco)	OPIS Dallas Metro Rack Avg.	5:00 p.m
OPIS Rack Price-per Gallon as of <u>October 22, 2013</u>	\$ 2.5019	
* Note at bottom Markup per Gallon	+0.01	
Delivery Charge	Fuel Surcharge / Split fee (if applicable) \$35.00 pump fee (if applicable) \$35.00	\$35.00
Name of Contact for Placing Orders	Jennifer Parrish	
Title of Contact	Commercial Fuels Manager	
Telephone No. of Contact	903-813-5163	
Name of Company	Douglass Distributing	

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Douglass Distributing Phone: 903-813-5163 Fax: 903-891-0075
Address: 325 E. Forest Ave City: Sherman State/Zip: TX 75090

Rodney Reed (Signature of Company Official Authorizing Proposal) Rodney Reed, V.P. of Commercial Sales (Printed Name and Title)

* All prices are for transport loads. If a bobtail is needed it will be an additional .10 cents per gallon

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All prices so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	OPIS Dallas Metro Rack Avg
OPIS Rack Price per Gallon as of <u>October 22, 2013</u>	\$ 3.0509
* Note at bottom Markup per Gallon	+ .01
Delivery Charge	Fuel Surcharge/split fee (if applicable) \$35.00 pump fee (if applicable) \$35.00
Name of Contact for Placing Orders	Jennifer Parrish
Title of Contact	Commercial Fuels Manager
Telephone No. of Contact	903-813-5163
Name of Company	Douglass Distributing

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal/proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Douglass Distributing Phone: 903-813-5163 Fax: 903-891-0075
 Address: 325E. Forest Ave. City: Sherman State/Zip: TX 75090

Rodney Reed
 (Signature of Company Official Authorizing Proposal) (Printed Name and Title) Rodney Reed, V.P. of Commercial Sales

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* All prices are for transport loads. If a bobtail is needed it will be an additional .10 cents per gallon.

REFERENCES:

Hunt County

PO Box 1097

Greenville, TX 75403

903.408.4292

Tarrant County

100 East Weatherford RM 506

Fort Worth, TX 76196

817.884.2620

Grayson County

PO Box 876

Sherman, TX 75090

903.813.4246

Norfin Eagle Oil Company, Inc.
2700 James Street
Denver, Texas 76205

Bulk Fuel
RFP 2014-405
Due Nov. 7, 2013 2 PM
Offer B

Johnson County
1102 E Kilpatrick St. B
Cleburne, TX. 76031

J.C.



MARTIN•EAGLE

OIL COMPANY, INC.

Addendum : RFP2014-405

Johnson County

Offer B : this is a OPIS Dallas Metro for date of delivery based on the OPIS Average rack price.

There is a OPIS (+) markup based on load size transport size is OPIS Average Rack (+) \$0.0230

Transport is defined as a load consisting of a product or products that contain gross gallons of 7500 gallons diesel 8500 gallons gas or 8000 combination gas and diesel to a single site or multi locations.

Bobtail loads are defined as loads 4000 gallons total to a single site or multi sites.

Delivery charge are a per site charge or multi site drops

Charges a Pump Charge \$50.00 if driver has to use the truck pump to offload there will be this fee

Charge split loads to a site or multi sites if it requires loading hoses and moving the truck for site to another location at same facility or if truck has multi drop location . Charge is \$50.00 per location.

If load is less than 4000 gallons there is a charge of \$50.00 for that load or each drop.

Martin Eagle Oil still offers tank monitor and the service to delivery on a need basis. This allows us to watch the market for you and bring you product only when there is a b=need or a drastic price change. This service is at no charge to you as long as we service the contract and do the orders. We currently have City of Cleburne and we save them money and time and headache by managing their fuel program.



MARTIN EAGLE

OIL COMPANY, INC.

OPIS Average for date of delivery

Plus all applicable taxed and state or federal taxes and fees

Pump off fee \$50.00 if drop is not gravity

Spilt fee \$50.00 if truck has to be moved or sent to another location

Less than 4000 gross gallons \$50.00 fee for each drop less than 4000 gallons.

Note: Tex led whSD may contain an additive of bio-diesel up to 5% under TCEQ regulations, If bio is added as an additive you may receive up to 1 (one) cent off State Tax.

VENDOR NAME

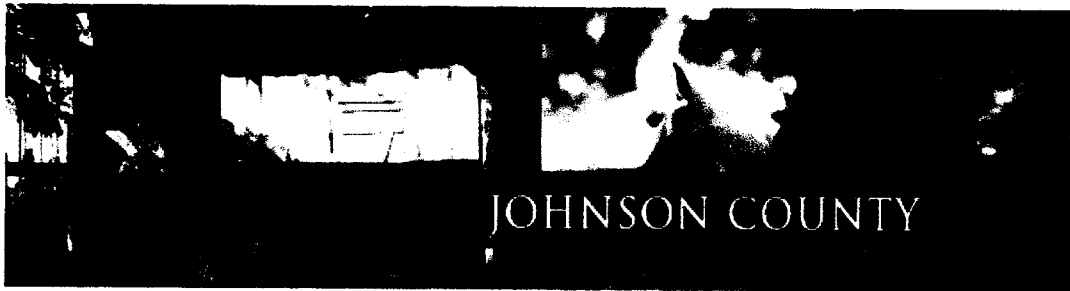
Martin Eagle Oil Company, Inc.
Offer B

REQUEST FOR PROPOSAL

BULK FUEL

FOR

JOHNSON COUNTY



RFP 2014-405

DUE DATE: NOVEMBER 7, 2013

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Four (4) complete sets of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. **Commercial and Comprehensive Liability**
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. **Automobile Liability**
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. **Worker's Compensation**
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. **All Coverage's**

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- Completed W9 Form; and,
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective December 1, 2013 to November 30, 2014, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel

All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Unleaded Gasoline

Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately 55,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.

Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded	Minimum 87 Octane Rating
------------------	--------------------------

Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.

Diesel Fuel Specifications

The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.

Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately 122,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the OPIS PAD 3 report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 – Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. **Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:
 - a. Name and address of vendor

- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
 18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
 19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
 20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

Delivery Points:

1. Precinct #1: 2744 West FM 4, Cleburne: Above ground tanks; 2 diesel tanks of 7,000 gallons each, estimated 30,000 gallons needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 17,000 gallons needed.
2. Precinct #2: 3425 CR 920, Crowley: Above ground tanks; 1 diesel tank of 2,000 gallons, estimated 25,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
3. Precinct #3: 10420 East 917, Alvarado: Above ground tanks; 1 diesel tank of 8,000 gallons, estimated 37,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
4. Precinct #4: 4300 E FM 4, Cleburne: Above ground tanks; 1 diesel tank of 5,000 gallons, estimated 30,000 needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 11,000 gallons needed.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A	
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation

Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	OPIS Ave. Dallas Metro
Rack Price per Gallon as of October 22, 2013	3.0340 ^{per gal}
Markup per Gallon	.0230 Transport, .0430 Bobtail
Delivery Charge	As See Addendum
Name of Contact for Placing Orders	Carroll Kenderby
Title of Contact	Director of Transportation
Telephone No. of Contact	940-383-2351 X 236
Name of Company	Martin Eagle Oil Company, Inc.

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal/proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Martin Eagle Oil Company, Inc. Phone: 940-383-2351 Fax: 940-382-9342
 Address: 2700 James Street City: Denton State/Zip: TX, 76205

Phillip Childers III Phillip Childers III VP Sales
 (Signature of Company Official Authorizing Proposal) (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Shell , Shamrock, Texaco)	OPIS Ave Dallas Metro
Rack Price per Gallon as of October 22, 2013	2.4923 ^{per}
Markup per Gallon	.0230 Transport .0430 bobtail
Delivery Charge	See Addendum
Name of Contact for Placing Orders	Carroll Enderby
Title of Contact	Director of Transportation
Telephone No. of Contact	940-383-2351 x 228
Name of Company	Martin Eagle Oil Company, Inc.

See Addendum

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Martin Eagle Oil Company, Inc. Phone: 940-383-2351 Fax: 940-382-9342
 Address: 2700 James Street City: Denton State/Zip: Tx. 76205

Phillip Childers III (Signature of Company Official Authorizing Proposal) Phillip Childers III VP Sales (Printed Name and Title)

Martin Eagle Oil Company, Inc
2700 James Street
Denton, Texas 76201

Johnson County Ste B
1102 E Hipatrick
Cleburne, TX 76031

Bulk Fuel

RFP 2014-405

Due Nov. 7, 2013 2PM

Offer A

J.C.



MARTIN EAGLE

OIL COMPANY, INC.

Addendum : RFP2014-405

Johnson County

Offer A : this is a OPIS Dallas Metro for date of delivery based on the best bulk post we can pull.

Transport is defined as a load consisting of a product or products that contain gross gallons of 7500 gallons diesel 8500 gallons gas or 8000 combination gas and diesel to a single site or multi locations.

Bobtail loads are defined as loads 4000 gallons total to a single site or multi sites.

Martin Eagle Oil still offers tank monitor and the service to delivery on a need basis. This allows us to watch the market for you and bring you product only when there is a b=need or a drastic price change. This service is at no charge to you as long as we service the contract and do the orders. We currently have City of Cleburne and we save them money and time and headache by managing their fuel program.

ALL applicable taxes and fees imposed by a State or Federal agency will appear as a separate line item

Note: Diesel D 975 TALEV under TCEQ may contain up to a 5% additive biodiesel.

This will also if added reduce the State tax on Diesel up to one cent,

VENDOR NAME

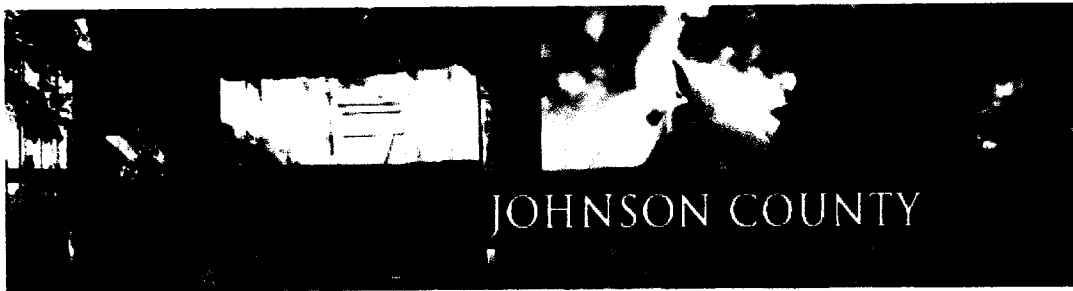
Martin Eagle Oil Company, Inc.
Offer A

REQUEST FOR PROPOSAL

BULK FUEL

FOR

JOHNSON COUNTY



RFP 2014-405

DUE DATE: NOVEMBER 7, 2013

BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Four (4) complete sets of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

[REDACTED] No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

[REDACTED] Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), [REDACTED] can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. **Commercial and Comprehensive Liability**
\$ 1,000,000.00 CSL BI & PD per Occurrence
\$ 2,000,000.00 General Aggregate
\$ 2,000,000.00 Products/Completed Operations Aggregate
\$ 1,000,000.00 Personal/Advertising Injury
\$ 3,000,000.00 Fire damage

2. **Automobile Liability**
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. **Worker's Compensation**
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. **All Coverage's**

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

[REDACTED]

- [REDACTED] Junty agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
[REDACTED]
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective December 1, 2013 to November 30, 2014, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel


All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.


Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately . It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.


Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded

Minimum 87 Octane Rating

Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.


The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.


Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately . It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the OPIS PAD 3 report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 - Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. **Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:
 - a. Name and address of vendor

- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
 18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
 19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
 20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

[REDACTED]

1. [REDACTED] 2744 West FM 4, Cleburne: Above ground tanks; [REDACTED] each, estimated [REDACTED] tank of [REDACTED]
2. [REDACTED] 3425 CR 920, Crowley: Above ground tanks; [REDACTED] gallons, estimated [REDACTED]; 1 unleaded gasoline tank of [REDACTED]
3. [REDACTED] 420 East 917, Alvarado: Above ground tanks; [REDACTED] estimated [REDACTED]; 1 unleaded gasoline tank of [REDACTED]
4. [REDACTED] 4300 E FM 4, Cleburne: Above ground tanks; [REDACTED] estimated [REDACTED] tank of [REDACTED], estimated [REDACTED] d.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A	
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation

Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Shell , Shamrock, Texaco)	BULK
Rack Price per Gallon as of October 22, 2013	2.4923
Markup per Gallon	.0195
Delivery Charge	.0295
Name of Contact for Placing Orders	Carroll Enderby
Title of Contact	Director of Transportation
Telephone No. of Contact	940-383-2351 x 236
Name of Company	Martin Eagle Oil Co

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Martin Eagle Oil Company, Inc. Phone: 940-383-2351 Fax: 940-382-9342

Address: 2700 James St. City: Denton State/Zip: Tx. 76205

Phillip Childers III (Signature of Company Official Authorizing Proposal) Phillip Childers III VP Sales (Printed Name and Title)

This e-mail may contain confidential and/or privileged information. This information is intended only for the use of the individual(s) and entity(ies) to whom it is addressed. Any unauthorized copying, disclosure or distribution of the material in this e-mail is strictly forbidden and possibly a violation of federal or state law and regulations. Signs Manufacturing Corporation, its subsidiaries, and affiliates hereby claim all applicable privileges related to this information.

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	Bulk
Rack Price per Gallon as of October 22, 2013	2.9995
Markup per Gallon	.0195
Delivery Charge	.0295
Name of Contact for Placing Orders	Carroll Enderby
Title of Contact	Director of Transportation
Telephone No. of Contact	940-383-2351 x228
Name of Company	Martin Eagle Oil Co.

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal/proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Martin Eagle Oil Company, Inc. Phone: 940-383-2351 Fax: 940-382-9342

Address: 2700 James Street City: Denton State/Zip: Tx

Phillip Childers III Phillip Childers III
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

Company: Martin Eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205
940-383-2351

Company Point of Contact:
Phillip Childers III (Corky)
p.childers@martineagle.com

Customer References:
City of Southlake
Timothy Slifka
817-748-8312
tslifka@ci.southlake.tx.us

Collin County
Liz Grey
972-548-3734
egrey@co.collin.tx.us

Dallas County
Samuel Cooper
214-653-6304
Samuel.cooper@dallascounty.org

Lake Worth ISD
Carla Dodd
817-306-4291
cdodd@lwisd.org

City of Fort Worth
Randy Rendon
817-392-5112
Randy.rendon@sbcglobal.net

DFSA Ground Fuels
Tonya Sterling
703-767-9561
Tonya.sterling@dla.mil

Recipient Information:

Stephen L Martin General Mgr./V Pres
stephenmartinhere@yahoo.com
Martin eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205

Company: Martin Eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205
940-383-2351

Company Point of Contact:
Phillip Childers III (Corky)
p.childers@martineagle.com

Customer References:
City of Southlake
Timothy Slifka
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tslifka@ci.southlake.tx.us

Collin County
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972-548-3734
egrey@co.collin.tx.us

Dallas County
Samuel Cooper
214-653-6304
Samuel.cooper@dallascounty.org

Lake Worth ISD
Carla Dodd
817-306-4291
cdodd@lwisd.org

City of Fort Worth
Randy Rendon
817-392-5112
Randy.rendon@sbcglobal.net

DFSA Ground Fuels
Tonya Sterling
703-767-9561
Tonya.sterling@dla.mil

Recipient Information:

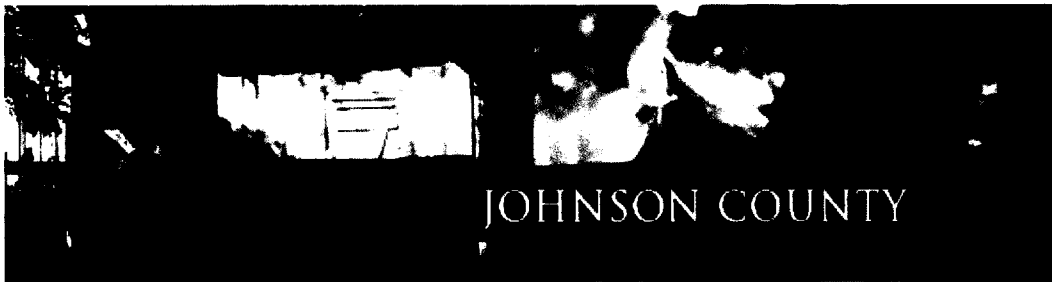
Stephen L Martin General Mgr./V Pres
stephenmartinhere@yahoo.com
Martin eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205

RFP 2014-405 FOR BULK FUEL
Services for Johnson County

JK

VENDOR NAME

REQUEST FOR PROPOSAL
BULK FUEL
FOR
JOHNSON COUNTY



RFP 2014-405
DUE DATE: NOVEMBER 7, 2013
BY 2:00 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF PROPOSALS: Four (4) complete sets of all proposal documents (original and three (3) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed proposals shall be received no later than: 2:00 P.M., November 7, 2013.

MARK ENVELOPE: RFP 2014-405 FOR BULK FUEL SERVICES FOR JOHNSON COUNTY.

LATE PROPOSALS: Proposals received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

PROPOSAL SHALL INCLUDE: This RFP and all additional documents submitted. Each proposal shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this proposal. Vendors are invited to attend.

If vendor does not wish to submit a proposal at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the proposal opening. Results will be sent to those who submitted a proposal.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the

right to reject any or all proposals as it may deem to be in the best interests of Johnson County. Receipt of any proposal shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of proposals, and vendor so agrees upon submittal of vendor's proposal/bid. Proposals may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFP. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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 an award.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Proposals will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFP, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by

any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal/bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for proposal for the construction of public works, or will be under a contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a proposal by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

- References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
- Completed W9 Form; and,
- Other documentation as may be specified within this proposal/bid.

ANY QUESTIONS relating to this Request for Proposal and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**RFP 2014-405: Bulk Fuel Delivery
for Johnson County, Texas**

Specifications

Scope and Intent: These specifications cover bulk fuel deliveries for Johnson County, Texas for a one (1) year period, effective December 1, 2013 to November 30, 2014, with an option to renew for two (2) additional one (1) year periods. Johnson County reserves the right to reject any and all proposals and to purchase from any Texas State contracts and/or inter-local agreements. Acceptance of this proposal by Commissioners' Court shall constitute a contract between Johnson County and vendor.

Requirements: The respective types of fuels being sought under this contract are as follows:

Scope

Bulk Fuel – Unleaded and LS Diesel

All fuels delivered under this contract will be high quality, volatile, hydrocarbon fuels free from any foreign substances, water, any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

The successful vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel is unloaded into the transport and must show the correction adjustment made in gallons delivered at each location using 60° F as the average normal temperature reading. The vendor shall state in his proposal the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Unleaded Gasoline

Special Conditions

It is anticipated that the unleaded gasoline to be furnished will fall within the broad specifications listed below. If the unleaded does not fall within these specifications, the variance shall be stated in your proposal and Johnson County reserves the right to accept or reject the proposal if the variances are considered excessive.

Quantity

It is estimated that the requirement for the 12 month period will amount to approximately 55,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County to gallons purchased less than estimated total. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Brand of Gasoline

It is the intent of Johnson County to purchase an unleaded grade gasoline. The unleaded grade of gasoline furnished by the successful vendor shall be the unleaded grade fuel offered through the vendor's

regular retail outlets. The fuel shall be the same octane number and shall contain the same additive package. At all times, the unleaded grade gasoline furnished shall meet the minimum requirements of the specifications. However, should the fuel (the unleaded grade fuel offered through vendor's retail outlet) at any time exceed these specifications, the higher quality must be furnished.

Product Requirements

Conventional gasoline shall be as high quality unleaded grade of a major refiner. It shall have good stability, resist gum formation, and possess anti-icing, anti-rust and detergency properties. It shall have a minimum (R+M)/2 octane rating as described below:

Regular Unleaded

Minimum 87 Octane Rating

Product may be Ethanol blended Fuel 87 Octane with 10% Ethanol in accordance with EPA recommendations.

Diesel Fuel Specifications

The diesel fuel furnished under these specifications shall be Low Sulfur diesel fuel. It will be of high quality and will not contain any foreign substances or water, which may damage any vehicles/equipment or contaminate storage tanks.

Product Requirement

Low Sulfur No. 2 Diesel Fuel: Diesel fuel shall be a high quality product of a major refiner conforming to ASTM D 975 Grade 2-Designation diesel fuel.

Brand of Diesel Fuel

No specific brand to be specified. The fuel shall be of the same offered through the vendor's retail outlets.

Quantity

It is estimated that the requirement for the twelve (12) month period will amount to approximately 122,000 gallons. It is specifically understood and agreed that this quantity is approximate, and the contracted vendor shall not have any claims against Johnson County for any purchases less than the estimated amount. Johnson County reserves the right to purchase more than the estimated gallons at the quoted price as per this proposal.

Specifications to be Guaranteed

The maximum and minimum specifications set forth are absolute, and the vendor shall guarantee and warrant that the product proposed to be furnished will meet these specifications. Any proposal/proposal which is based on submitted specifications which set forth a spread will not be considered as responsive to these specifications if the upper and lower limits of such spread fail to meet the minimum specifications or are in the excess of the maximum requirements.

Delivered Price per Gallon

1. The base for the price shall be the vendor's present rack price, i.e. the vendor's current actual cost, for the day of the order. Johnson County's price shall be the vendor's cost plus the vendor's percentage mark-up from present rack price. The vendor's profit margin shall be stated, as well as the vendor's current rack price each time an order is placed. A copy of the vendor's Price Verification Form shall be forwarded with each invoice along with a copy of the load manifest of the product supplier. The profit margin (percentage above rack price) shall remain the same for the entire length of the contract. Verification of the vendor's actual cost for fuel shall be provided to the County with each invoice sent by the billing department.
2. Prices (contract prices) will be tied to the OPIS PAD 3 report average for Fort Worth, Texas. As prices fluctuate up and down in conjunction with the movement of the Average Composite Index, the profit margin for the vendor shall remain the same. **The profit margin for the supplier shall not be changed during the contracted period.**

Prices are published every Thursday for the following week, beginning Monday and ending on Sunday. The County's contracted cost (fuel price plus the vendor's profit) shall be based on the prices in the afore-mentioned publication. For the purposes of this proposal, quote the rack prices in effect at 8:00 AM central Time, on the Thursday preceding the proposal due date. Do not include delivery charges, federal tax, state tax, loading fees, or other associated fees, only the "current rack price".

The following is an example of the vendor's submitted proposal on Proposal Form # 1 – Unleaded Gasoline and Proposal/proposal Form # 2 - Diesel:

Type of Fuel	LS No. 2
"OPIS" Average Composite Index rack price (per gallon)	\$ 0.9799
Profit Margin of proposal (per gallon)	\$ 0.02
Proposal Price (per gallon)	\$ 0.9999

OPIS averages are based solely on rack and reseller prices. The averages are FOB terminal and exclude freight, taxes and special discounts.

3. **DO NOT INCLUDE TAX IN THE PROPOSAL PRICE FOR FUEL. PROPOSAL ONLY THE PRICE OF THE PRODUCT.**
4. Exact quantities of each type of fuel to be purchases under this contact are not known. A schedule reflecting estimated usage has been included within the proposal/proposal specification package, under Delivery Points.
5. Deliveries must be made within twenty-four (24) hours after an order is placed.
6. **Off loading shall not take place unless a County employee is on site to accept delivery and verify meter readings on fuel truck.**
7. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all time during the fuel off loading. Any cost incurred as a result

of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contact at Johnson County's discretion.

8. Products do not require nationally distributed brand name (i.e. Chevron, Mobile, Texaco). Specifications may reference name brands. It is not the intent of Johnson County to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. Johnson County shall act as sole judge in determining equality and acceptability of products offered.
9. The Commissioners' Court of Johnson County reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products proposal.
10. Johnson County shall not accept a sub-standard fuel. **Johnson County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**
11. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.
12. The apparent silence of these specifications as to any detail or apparent omission 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 these specifications shall be made on the basis of this statement.
13. Vendor shall indemnify and hold Johnson County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under the terms of this contract.
14. By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Johnson County as an indirect party to any suit arising out of personal or property damaged resulting from vendor's performance under this agreement.
15. Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a vendor must provide the County material safety data sheet as is applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Johnson County Road and Bridge Departments, the Public Works Office and the Purchasing Department. Failure of the vendor to maintain such a file shall be cause to reject any proposal/proposal applying thereto.
16. A packing list or duplicate invoice shall accompany each shipment and shall include the following information:
 - a. Name and address of vendor

- b. Name and address of receiving department
 - c. Johnson County Purchase Order Number
 - d. Number of gallons of each type fuel delivered
 - e. Meter reading before and after off loading of fuel into County storage tank
 - f. Signature of County employee accepting fuel delivery
17. Invoices shall be sent directly to the Department ordering the fuel. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later. Invoices must be itemized and must reference the Johnson County Purchase Order Number in order to be processed.
18. Vendors are not authorized to begin work or make delivery until a duly authorized purchase order has been issued. Johnson County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.
19. The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Johnson County Commissioners' Court.
20. The County reserves the right to reject any proposal that is not considered to be the best proposal, when compared to available pool proposal with other governmental entities. Criteria utilized by Johnson County for determining the lowest responsible vendor includes, but is not limited to, whether the vendor meets the County's published specifications, the vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and/or equipment, previous performance, reputation, promptness and any other factor which could reasonably be asserted as being relevant to successful performance.

Delivery Points:

1. Precinct #1: 2744 West FM 4, Cleburne: Above ground tanks; 2 diesel tanks of 7,000 gallons each, estimated 30,000 gallons needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 17,000 gallons needed.
2. Precinct #2: 3425 CR 920, Crowley: Above ground tanks; 1 diesel tank of 2,000 gallons, estimated 25,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
3. Precinct #3: 10420 East 917, Alvarado: Above ground tanks; 1 diesel tank of 8,000 gallons, estimated 37,000 gallons needed; 1 unleaded gasoline tank of 2,000 gallons, estimated 10,000 gallons needed.
4. Precinct #4: 4300 E FM 4, Cleburne: Above ground tanks; 1 diesel tank of 5,000 gallons, estimated 30,000 needed; 1 unleaded gasoline tank of 4,000 gallons, estimated 11,000 gallons needed.

Although Johnson County will in no way be bound to purchase any predetermined amounts under this contract, the estimates provided above are offered for potential vendors' information and consideration.

Johnson County may accept all or part of proposal/proposals submitted for different locations.

Insurance and Bond Requirements

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work there under by the vendor, its agents, representatives, employees and/or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees and volunteers shall be named as additional insured.

A. Minimum Limits of Insurance

a. Comprehensive General Liability, to include contractual liability:

Bodily Injury	\$ 500,000.00
Each Occurrence	\$ 1,000,000.00
Property Damage	\$ 500,000.00
i. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A	
ii. Excess Liability (umbrella):	N/A

b. Automobile Liability, minimum each person:

Bodily injury	\$ 100,000.00
Per Occurrence Property Damage	\$ 300,000.00
Property Damages combined, single limit	\$ 500,000.00

c. Worker's Compensation

Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

B. Other Insurance Provisions:

a. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to Johnson County.

C. Acceptability of Coverage:

Insurance is to be placed with insurers licensed in the State of Texas, rates by Moody's Investors Service Inc., and rate A- or better by A. M. Best of A or better by Standard and Poor's.

D. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the proposal is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

No Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$ 25,000.00, no bond shall be required of the successful vendor.

RFP 2014-405 Bulk Fuel

Vendor is requested to provide the following:

- References of any city and/or county you are doing business with along with outside firms. Provide contact name, address, telephone and/or email addresses.
- W9 Form completely filled out.
- Provide a financial statement for the last 2 years for proof of stabilization of company.
- Workers Compensation certificate

ALL QUESTIONS SHALL BE DIRECTED TO PURCHASING AT pur@johnsoncountytexas.org.

**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on Oct. 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Shell , Shamrock, Texaco)	World Fuels
Rack Price per Gallon as of October 22, 2013	2.5065
Markup per Gallon	.06
Delivery Charge	0
Name of Contact for Placing Orders	Angie
Title of Contact	office manager
Telephone No. of Contact	817-645-2771
Name of Company	Lambert Oil Co., Inc

The vendor hereby offers to furnish and deliver the fuel as specified above at the price and terms stated therein and in strict accordance with the specifications and general conditions of proposal, all of which are made a part of this offer. This proposal is not subject to withdrawal.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. And further, that the manager, secretary or other agent or officer signing this proposal is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Lambert Oil Co., Inc Phone: 817-645-2771 Fax: 817-558-3042

Address: Po Box 636 City: Cleburne State/Zip: TX 76033

Kathy Lambert (Signature of Company Official Authorizing Proposal) Kathy Lambert / owner (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

Name of Unleaded Gasoline Fuel Supplier (i.e. Mobil, Shamrock, Texaco)	World Fuels
Rack Price per Gallon as of October 22, 2013	3.0525
Markup per Gallon	.06
Delivery Charge	0
Name of Contact for Placing Orders	Angie Brian
Title of Contact	office manager
Telephone No. of Contact	817-645-2777
Name of Company	Lambert Oil Co., Inc.

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Vendor: Lambert Oil Co., Inc Phone: 817-645-2777 Fax: 817-558-3042

Address: PO Box 636 City: Colburne State/Zip: TX 76033

Kathy Lambert Kathy Lambert owner
(Signature of Company Official Authorizing Proposal) (Printed Name and Title)

FROM: 00DFPN@wfscorp.com
 DATE: 21-OCT-2013
 TO: LAMBERT OIL CO. INC. (10 DAYS)
 FAX NO.: 817-558-3042
 CUSTOMER NO.: 114268
 ATTN: J BRIAN

THE FOLLOWING ARE WORLD FUEL SERVICES FOB TERMINAL PRICES.
 PRICES ARE EXCLUSIVE OF ANY AND ALL TAXES AND/OR FEES.

LOCATION PRODUCT	UNIT PRICE	EFFECTIVE DATE	EFFECTIVE TIME	CHANGE
ALEDO-MAGELLAN, TX - VALERO				
REFORMULATED 87 - 10.0%	\$2.5065	21-OCT-13	18:00:00	-0.0250
TXLED-ULSD DY DSL#2	\$3.0590	21-OCT-13	18:00:00	-0.0235
TXLED-ULSD CLR DSL#2	\$3.0555	21-OCT-13	18:00:00	-0.0235
ULTRA LS DYED DIESEL #2	\$3.0485	21-OCT-13	18:00:00	-0.0235
ULTRA LS CLEAR DIESEL #2	\$3.0450	21-OCT-13	18:00:00	-0.0235

ALEDO-MAGELLAN, TX - MUSKET CORPORATION SP				
TXLED-ULSD DY DSL#2	\$3.0575	21-OCT-13	18:00:00	-0.0225
TXLED-ULSD CLR DSL#2	\$3.0525	21-OCT-13	18:00:00	-0.0225
ULTRA LS DYED DIESEL #2	\$3.0465	21-OCT-13	18:00:00	-0.0225
ULTRA LS CLEAR DIESEL #2	\$3.0415	21-OCT-13	18:00:00	-0.0225

ALL PRICES ARE GOOD UNTIL CANCELLED OR UNTIL NEXT POSTED PRICE
 SUBJECT TO TERMS AND CONDITIONS.
 IF YOU HAVE ANY QUESTIONS AFTER REVIEWING THIS PRICE NOTIFICATION
 PLEASE CALL:
 WESTERN REGION CUSTOMERS: (888) 480-3835 OR (415) 925-1332
 ALL OTHER REGIONS: (800) 333-3563 OR (281) 556-2518.

References:

Parker County
1112 Santa Fe Drive
Weatherford, TX 76086
817-594-7051
Chairyl Clark

Light Tower Rentals
1717 Hal Ave
Cleburne, TX 76031
817-558-9194
Jeff Fain

Cactus Equipment Rental
Po Box 456
Godley, TX 76044
817-389-2001
Aaron

Thompson Truetest
Po Box 357
Wellborn, TX 77881
979-450-5552
Gary Thompson

Johnson County
All Precincts



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2013

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wade Hurt Insurance 512 W Hickory St, Suite 116 Denton TX 76201 INSURED Lambert Oil Co., Inc PO Box 636 Cleburne TX 76033	CONTACT NAME: Wade Hurt PHONE (A/C, No. Ext): 940 591 8581 FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual NAIC # 04324 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NO. / LTR	TYPE OF INSURANCE	ADDITIONAL NUMBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SENT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M Y	N/A	0001231946	12/19/2012 12/19/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													

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

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alicia Martinez
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**RFP 2014-405 Bulk Fuel
Proposal Form # 1**

Unleaded Gasoline

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Title of Contact	office manager
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Name of Company	Lambert Oil Co., Inc

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Vendor: Lambert Oil Co., Inc Phone: 817-645-2771 Fax: 817-558-3042

Address: Po Box 6316 City Cleburne State/Zip: TX 76033

Kathy Lambert (Signature of Company Official Authorizing Proposal) Kathy Lambert / owner (Printed Name and Title)

**RFP 2014-405 Bulk Fuel
Proposal Form # 2**

Diesel Fuel

Complete the proposal information below, including product supplier, cost per gallon and amount of markup for the length of the contract. The price and choice of supplier shall be based on October 22, 2013. The information provided shall be accompanied by a copy of the Price Verification Transmittal of the same day. All process so stated shall exclude all taxes.

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ALEDO-MAGELLAN, TX - MUSKET CORPORATION SP				
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 IF YOU HAVE ANY QUESTIONS AFTER REVIEWING THIS PRICE NOTIFICATION
 PLEASE CALL:
 WESTERN REGION CUSTOMERS: (888) 480-3835 OR (415) 925-1332
 ALL OTHER REGIONS: (800) 333-3563 OR (281) 556-2518.

References:

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Johnson County
All Precincts