

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
9701 S. JACKSON RD.  
PHARR, TX 78577**

This is NOT AN ORDER, it is an invitation for a proposal.

**RFP # 07-003-10- FUEL AND LUBRICANT**

PROPOSAL RECEIVING DATE: August 03, 2010

TIME: 12:00p.m.

PROPOSAL OPENING DATE: August 03, 2010

TIME: 3:00p.m.

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Dear Bidders,

Valley View Independent School District invites proposals from interested vendors for Fuel and Lubricant. Proposals will be awarded for September 01, 2010 through August 31, 2011.

Proposals shall be submitted on this original form only and must reach the Administration Office on or before the hour of the receiving date specified. Late proposals will be returned unopened. Submittal to be as indicated below:

The District reserves the right to reject any bid/proposal and/or all bids/proposals, to make awards as they may appear to be advantageous to the district and to waive all formalities in bidding.

**MAIL DELIVERY:** A proposal sent by mail must be addressed to:

Valley View I.S.D.  
Laura Harris, Purchasing Coordinator  
9701 S. Jackson Rd  
Pharr, Texas 78577  
**RFP# 07-003-10- Fuel and Lubricant**

**HAND DELIVERY:** A proposal that is hand delivered **MUST** be taken to:

Valley View I.S.D.  
Laura Harris, Purchasing Coordinator  
9701 S. Jackson Rd.  
Pharr, Texas 78577  
**RFP# 07-003-10- Fuel and Lubricant**

We look forward to hearing from you.

Sincerely,

*- Original Signed -*

Laura Harris  
Purchasing Coordinator

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
RFP # 07-003-10- FUEL AND LUBRICANT**

**TERMS & CONDITIONS**

1. Valley View Independent School District requests sealed proposals for the purchase of Fuel and Lubricant for September 01, 2010 through August 31, 2011.
2. All items purchased under these specifications are to be delivered to Valley View Independent School District, 9701 South Jackson Road, Pharr, Texas 78577. Purchase orders will be a minimum of \$50.00. Two or more purchase orders shall not be combined in one package.
3. A copy of the catalog from which prices will be obtained **must** accompany the proposal response. This catalog must be received by the proposal opening date in order to expedite the proposal analysis. If a printed catalog is not available at the proposal opening, vendor **must** provide a discount for a current catalog.
4. Proposals received after the 12:00 p.m. deadline will not be accepted and returned unopened.
5. The vendor represents that the supplies/components of the orders are new (not used or reconditioned), and NOT as such age or so deteriorated as to impair their usefulness or safety.
6. Payments will be made within 30 days after receipt of original invoice for each shipment completed (where merchandise has been received in good order). Invoices indicating discount for early payment will be paid accordingly.
7. Sales tax exemptions certificates will be furnished by the Business Office upon request.
8. The District reserves the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
9. A manufacturer's total satisfaction written guarantee, in accordance with the Universal Commercial Code (UCC), for the contract term, with VVISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specifications. The item will then, and after adequate time to remedy and as part of remedy, be replaced without charge to VVISD's satisfaction. This will be provided at no additional cost to VVISD during the term of the contract.
10. Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive, not restrictive, and is used to indicate type and quality desired. Proposals on brands of like nature and quality will be considered providing proof of equality.
11. The District reserves the right to award the proposal in its entirety, partially, reject it, or to award it to multiple vendors.

12. The District reserves the right to inspect the service done upon completion before accepting it as complete.
13. VVISD reserves the right to make purchases from other vendor in an emergency situation or should there be a substantial price difference favorable to VVISD.
14. The words “bids, proposal, or quotes” and their derivatives may be used interchangeably by terms and conditions. These terms and conditions are applicable on all bids, request for proposals, quotes, competitive sealed proposals, etc. to which they are attached.
15. All quantities are approximate and therefore no quantities are guaranteed.
16. Prices to include delivery and turn-key installation.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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GENERAL CONDITIONS**

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1. Withdrawal of proposals will not be allowed for a period of 60 days following the proposal opening.
2. Proposals shall be submitted on these forms. Deviations to the General Conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the proposal.
3. Quantities required are substantially correct, but the District reserves the right to purchase additional quantities above the stated at the same unit price unless otherwise specified by the bidder.
4. Deliveries required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges.
5. Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.
6. Questions concerning this proposal shall be addressed to the Purchasing Coordinator, Valley View Independent School District.
7. Evaluation of Proposals takes into account the following considerations: a) the purchase price, (b) the reputation of the vendor and of the vendor's goods or services, (c) the quality of the vendor's goods or services, (d) the extent to which the goods or services meet the District needs, (e) vendor's past performance record and relationship with the District, (f) and any other relevant factor specifically listed in the request for proposals.
8. Contracts for Purchase will be put into effect by means of a purchase order(s) executed by the Purchasing Coordinator after proposals have been awarded.
9. Contracts shall cover a period from **September 1, 2010 through August 31, 2011**.
10. Proposal prices shall remain **firm** throughout term of the contract.
11. The District has the option of increasing and decreasing the estimated quantities by 100%.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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***SPECIAL TERMS & CONDITIONS***

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1. Deliveries shall be made to the Bus Barn, 6½ Miles South Jackson Road, Pharr, Texas 78577.
2. Quantities Required are as follows:

<u>Period Covered</u>	<u>Unleaded</u>	<u>Diesel</u>
September – August	12,000 gallons	100,000 gallon
3. Special Requirements – The District does not pay federal tax on gasoline. Contractor shall furnish any exemption certificates needed for government records. All gasoline shall be furnished in bulk quantities only and delivered in vendor’s trucks to the location designated in accordance with all local, state and federal regulations regarding transport and delivery. Maximum delivery time shall not exceed two (2) working days or forty-eight (48) hours for product ordered and the charge will be for the appropriate amount for the product ordered. Failure to proper and timely delivery will because for the District to purchase gasoline on the open market charging back he difference between market and contract price to the vendor and subtracting such total from invoices outstanding.
4. Delivery – All delivered products shall be transferred to designated location within the District. Delivery trucks shall be properly equipped with accurate measuring devices as well as vapor recovery system all verifiable by District’s personnel upon completion of delivery. Vendors must be able to furnish certifications issued by the State of Texas which verify tank capacities on a given truck. Delivery shortages, failure to deliver, or failure to deliver product meeting specifications will be cause for cancellation of contract by the District with the vendor.
5. Quality Control – The District reserves the right to test fuels at any time for specifications compliance. Costs for tests shall be done by the contractor, in the event product fails to comply. Such failure will result in vendor’s prompt removal of failed product, using vendor’s own equipment, at no cost to the District, within twenty-four (24) hours of notifications. Acceptable fuel shall immediately replace non-complying fuel based on the quantity of unsuitable fuel originally delivered to a given location at no charge for the entire shipment. Violations of specification requirements may give the District cause to cancel and rebid the entire contract and will be a consideration in future awards.
6. Warranties – The District reserves the right to periodically submit samples of product to testing by an independent testing concern. Any product found not to meet the specifications as set forth in this document will be subject to all conditions of warranties as follow:
7. Express Warranties, implies warranty of Merchantability and implied warranty of fitness for a particular purpose shall apply to all purchases initiated by this proposal document.
8. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental expense as set forth in the Uniform Commercial Code which result from either delivery or use of product which does not meet the specifications within this document.
9. The warranty conditions as stated herein shall apply and shall not be nullified, voided, or altered in any way by the inclusion of the bidder’s preprinted forms with this document.

10. Subcontracting – No part of this proposal shall be subcontracted to another party furnishing gasoline without the written approval for the District.
11. Submission of Proposals – Shall be on District forms and shall be a “mirror image” of the proposal document. The District reserves the right to reject any/or all proposals submitted deviating from these terms.

## 12. SPECIFICATIONS

- Gasoline shall meet all Colonial pipeline specifications.
  - Unleaded gasoline product shall be a minimum 87.0 motor Octane Number.
  - Diesel fuel shall contain less than one-half of one percent sulfur content.
  - Vendor must provide the most current product guide/specification sheet for unleaded, unleaded premium, and diesel fuels.
  - Fuel with alcohol additives or extender are unacceptable.
  - Terms of payment shall be no later than Net 30 days. Invoicing must show origin of fuel and tank reading before and after fuel is pumped into Vendor’s tank(s).
13. Gasoline wholesaler/supplier must provide the Vendor a copy of the manifest showing origin of fuel at time of delivery, and must also take and show tank reading before and after fuel is pumped into vendor’s tank(s).

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
RFP # 07-003-10- FUEL AND LUBRICANT**

**PROPOSAL RESPONSE FORM**

**DIESEL FUEL**

PRICE BREAKDOWN

*OPIS BASE	_____
UNDERGROUND FEE	_____
FREIGHT CHARGE	_____
**COMMISSION	_____
<b>TOTAL</b>	<input type="text"/>

**UNLEADED**

PRICE BREAKDOWN

*OPIS BASE	_____
UNDERGROUND FEE	_____
FREIGHT CHARGE	_____
**COMMISSION	_____
<b>TOTAL</b>	<input type="text"/>

\*OPIS Base use July 12, 2010.

\*\*Commission to include equipment rental.

Will need to supply the District with one (1) 1,000 gallon ground level tank for gasoline and two (1) 1,000 gallon ground level tanks for diesel and two (2) gas pumps one each.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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**PROPOSAL RESPONSE FORM**

**LUBRICANTS**

- A. Motor Oil (approximately 330 gallons annually)  
Price per gallon (30\*40 wght.) \_\_\_\_\_  
Brand or Trade Name Proposal \_\_\_\_\_
  
- B. Transmission Fluid (approximately 150 gallons annually)  
Price per gallon \_\_\_\_\_  
Brand or Trade Name Proposal \_\_\_\_\_
  
- C. Fuel Conditioner for Gasoline (approximately 25 gallons annually)  
Price per gallon \_\_\_\_\_  
Brand or Trade Name Proposal \_\_\_\_\_
  
- D. Fuel Conditioner for Diesel (approximately 25 gallons annually)  
Price per gallon \_\_\_\_\_  
Brand or Trade Name Proposal \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME OF FIRM**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**TELEPHONE#**

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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**PROPOSAL FORM**

Having carefully examined the proposal Notice, General Conditions, Specifications and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document for the purchase of **Fuel and Lubricant**. The District shall award the order to the supplies with the lowest price. Price is to be based on F.O.B. Destination, Freight prepaid.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

AUTHORIZE SIGN: \_\_\_\_\_

POSITION: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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**NON-COLLUSION STATEMENT & SIGNATURE SHEET**

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm partnership, or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, or to any person affiliated with Valley View I.S.D., prior to the official opening of this proposal.

I, \_\_\_\_\_, have read the general terms and conditions.  
(Print/Type Name of Company Officer)

I fully understand them and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification.

I fully understand the proposal specifications.

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_  
**Bidder (Print Name):** \_\_\_\_\_  
**Official Position with Company:** \_\_\_\_\_

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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**FELONY CONVICTION NOTIFICATION**

**State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.**

**Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”**

**This Notice is not required of a Public-Held Corporation.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information is true to the best of my knowledge.

**Vendor’s Name:** \_\_\_\_\_

**Authorized Company Official’s Name (Printed):** \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Company Official:** \_\_\_\_\_

B. My firm is not owned or operated by anyone who has been convicted of a felony.

**Signature of Company Official:** \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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**Conflict of Interest Questionnaire**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p><b>For vendor or other person doing business with local government entity</b></p>		<p><b>FORM CIQ</b></p>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offence if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor</p>		<p><b>OFFICE USE ONLY</b></p>
<p><b>1) Name of person doing business with local governmental entity.</b></p>		<p>Date received</p>
<p><b>2)</b></p> <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a) Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3)</b></p> <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money.</b></p>		
<p><b>4)</b></p> <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs local government officer of the governmental entity that is the subject of this questionnaire.</b></p>		

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
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**Conflict of Interest Questionnaire (Continued)**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

**6) Describe any other affiliation or business relationship that might cause a conflict of interest.**

7)

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date