

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
Bid # 07-014-09 – FUEL AND LUBRICANTS**

July 17, 2009  
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SUPPORT SERVICES DEPARTMENT  
RT. 1 BOX 122  
PHARR, TEXAS 78577  
  
TEL. (956) 787-9440 FAX (956) 787-9441

**SEALED BID**  
ALL PRICES –F.O.B. DESTINATION  
SHIPPING & HANDLING CHARGES PREPAID  
-UNIT PRICES SHOULD BE EXTENDED-

This is **NOT AN ORDER**, it is an invitation to bid.

Dear Bidders:

Valley View Independent School District invites bids from interested individuals for Fuel and Lubricants. Bids will be awarded for the period September 01, 2009 through August 31, 2010. Bids will be open on Monday, August 10, 2009 at 11:00 A.M.

Bids shall be submitted on this original form only and must reach the Administration Office on or before the hour of opening on the date specified. Late bids will be returned unopened. Submittal to be as follows:

MAIL DELIVER: A bid sent by mail must be addressed to:  
Valley View I.S.D.  
Attn: Juan Nuñez, Senior Accountant  
9701 South Jackson Rd.  
Pharr, TX 78577  
Bid # 07-014-09

HAND DELIVER: A bid that is hand delivered MUST be taken to:  
Valley View I.S.D.  
Attn: Juan Nuñez, Senior Accountant  
9701 South Jackson Rd.  
Pharr, TX 78577  
Bid # 07-014-09

This bid is a firm offer, which shall be irrevocable and open for acceptance for **09-10 School Calendar Year** calendar days unless otherwise specified, less than 45 calendar days may not be acceptable) from the time and date set for opening of bids. Bidders are invited to be present at the opening of this bid on the above hour and day. Bids will be opened at the Business Office, 9701 South Jackson Rd., Pharr, Texas 78577.

NOTE: Bidder must submit prices and other information required in the proper spaces on the bid forms provided. Deviations may result in disqualification of the bid. Exclude Federal and State Taxes.

The right is reserved by the District to accept or reject quotation/bid for Each item separately or as a whole.

By: \_\_\_\_\_  
Senior Accountant

DELIVER DATE: \_\_\_\_\_

PROMPT PAYMENT DISC. \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

**NOTIFICATION OF AWARD ONLY – DO NOT SHIP UNTIL SIGNED PURCHASE ORDER IS RECEIVED**

ITEMS AWARDED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD APPROVED: \_\_\_\_\_ TOTAL AMOUNT: \_\_\_\_\_

\_\_\_\_\_  
SENIOR ACCOUNTANT DATE

# VALLEY VIEW INDEPENDENT SCHOOL DISTRICT

## Bid # 07-014-09 – FUEL AND LUBRICANTS

### STANDARD TERMS AND CONDITIONS

Terms and conditions are requirements that are binding upon the vendor awarded the Bid and they communicate the District's expectations in regard to the Bidders performance in connection with the district's purchase.

1. Title and Risks of Loss: The Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
2. Delivery Terms and Transportation Charges: F.O.B. Destination Freight prepaid unless terms are specified otherwise in Bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's Bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
3. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, that shall constitute a breach, and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired. The Seller may reasonably notify Buyer of this intention to cure and may then make a conforming tender within the contract time but not afterward.
4. Place of Delivery: The place of delivery shall be Valley View Independent School District, 9701 S. Jackson Road, Pharr, Texas, 78577. Any changes there to shall be effected by modification as provided for in Clauses 20, "Modifications," hereof. The terms of this agreement are "**no arrival, no sale.**"
5. Warranty Price:
  - a) The price to be paid by the Buyer shall be that contained in Seller's Bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the price of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
  - b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bonafide established commercial or selling agencies maintained by the Seller for the purpose of securing business for breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
6. Warranty Products: Seller warrants that the goods furnished will conform to the specifications, drawing and descriptions listed in the Bid invitation and to the sample furnished by Seller, if any. In the event of a conflict, the specifications shall govern. **Warranty on the materials, labor and construction shall be a minimum of two (2) years.**
7. Safety Warranty: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction within days, corrections made by Buyer will be at Seller's expense.
8. No Warranty By Buyer Against Infringements: As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such a claim, and in no event shall buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of this search as to infringements.
9. Right of Inspections: Buyer shall have the right to inspect the service done upon completion before accepting it as complete.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**

**Bid # 07-014-09 – FUEL AND LUBRICANTS**

**STANDARD TERMS AND CONDITIONS**

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10. Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**  
**Bid # 07-014-09 – FUEL AND LUBRICANTS**

**GENERAL CONDITIONS**

1. Withdrawal of bids will not be allowed for a period of 60 days following the bid opening.
2. Bids 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 bid.
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 bid shall be freight prepaid F.O.B. destination and bid 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 bid shall be addressed to the Senior Accountant, Valley View Independent School District.
7. Evaluation of Bids 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 bids.
8. Contracts for Purchase will be put into effect by means of a purchase order(s) executed by the Senior Accountant after bids have been awarded.
9. Contracts shall cover a period from **September 1, 2009 through August 31, 2010**.
10. Bid 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**  
**Bid # 07-014-09 – FUEL AND LUBRICANTS**  
**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 be cause 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 bid document.
8. The bidder shall assume all liabilities incurred with in 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 bid shall be subcontracted to another party furnishing gasoline without the written approval for the District.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**

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**SPECIAL TERMS & CONDITIONS**

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11. Submission of Bids – Shall be on District forms and shall be a “mirror image” of the bid document. The District reserves the right to reject any/or all bids 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**  
**Bid # 07-014-09 – FUEL AND LUBRICANTS**

**BID 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 June 28 , 2009.

\*\*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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**BID RESPONSE FORM**

**LUBRICANTS**

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

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**  
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**BID FORM**

Having carefully examined the bid Notice, General Conditions, Specifications and Bid 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 LUBRICANTS**. 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 bid in collusion with any other bidder and that the contents of this bid as to prices, terms, or conditions of said bid 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 bid.

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 bid.

I have represented the truth concerning the felony conviction notification.

I fully understand the bid 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  
Bid # 07-014-09 – FUEL AND LUBRICANTS**

**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  
 Bid # 07-014-09 – FUEL AND LUBRICANTS**

**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>Date received</p>
<p><b>1) Name of person doing business with local governmental entity.</b></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**

**Bid # 07-014-09 – FUEL AND LUBRICANTS**

**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**