

#### **4.0 SPECIAL CONDITIONS AND SPECIFICATIONS**

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Fuels: Gasoline and Diesel.

4.2 Purpose: The intended use/purpose for this Invitation For Bid is to describe the fuel products needed by Collin County to be delivered to various storage tank locations within the County including a mobile tanker. Required fuels, storage tank capacities and locations are given in Attachment A of this Invitation for Bid. Collin County reserves the right to add or delete delivery locations as needs arise or change throughout the contract period.

4.3 Term: Provide for a term contract commencing on October 1, 2017 and continuing through and including September 30, 2018. Collin County reserves the right to renew this contract for five (5) additional one (1) year periods under the same terms and conditions.

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation 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 Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 Price Redetermination: A price redetermination may be considered by Collin County on September 30 of each year of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of thirty (30) days prior to anniversary date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. Collin 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.

4.7 Fuels: Fuels delivered under this contract will be: Tx low emission diesel (TxLED) and unleaded gasoline. 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. Only additives required by environmental regulations shall be added to products supplied, unless otherwise specified herein. Vendor shall notify Collin County of any later changes in delivered product specifications as to additives or blends required by Federal and/or State regulatory laws. Collin County may require changes in additives or blends to better serve the County's needs and requirements. These changes will be by written agreement with awarded vendor(s). All fuels must meet or exceed Federal and State of Texas environmental requirements as regulated by the Texas Commission on Environmental Quality (TCEQ) for products delivered/utilized in Collin County.

4.8 Environmental Requirements: All fuels delivered during the life of this contract shall meet or exceed any present or hereinafter enacted environmental laws, rules & regulations including those of the United States Environmental Protection Agency (EPA), the United States

Occupational Safety and Health Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), and all applicable rules and regulations of that agency and any other local, state, or federal authority that now (or at any time during the life of this contract) regulates environmental concerns, including responsibility for spills and environmental cleanup.

4.9 Temperature Adjustment: The vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel was unloaded into the transport and shall show the correction and adjustment made in gallons delivered to the County using 60 degrees F as the normal temperature reading. Delivery tickets reflecting gross gallons, net gallons and temperature shall be available at the time of delivery.

4.10 Delivery Response Time: Vendor shall be able to make deliveries within 24 hours of the time order is placed, or as directed by Collin County. Under normal circumstances, Collin County will give vendor a minimum of 24 hours to make delivery. In the event vendor cannot deliver fuel within specified time, vendor shall immediately notify authorized Equipment Services' personnel. (See authorized contacts listed in item 4.13.) Collin County reserves the right to purchase the product(s) from another source should vendor be unable to meet delivery schedule.

4.11 Delivery Loads/Locations: Most deliveries will be split load, split product at different locations (as shown on the attached Attachment A) so that the greatest amount of fuel possible is ordered for each delivery while providing fuel to meet Collin County's requirements. Maps indicating the various delivery locations will be furnished upon award. Fuels shall be delivered F.O.B. to storage tanks at these various locations as indicated on Collin County's Purchase Order. Vendor shall be responsible for ensuring constant availability of fuel at these various locations and in the event of a local fuel shortage, shall be capable of providing fuel to Collin County. Deliveries at all dispensing locations shall be made between the hours of 8:00 am and 2:30 pm. Deliveries at non-dispensing locations may be made between the hours of 7:00 am and 2:30 pm. No deliveries will be made on holidays or weekends unless special conditions arise creating a necessity for such and special arrangements are made.

4.12 Mobile Tanker: In addition to fixed storage tank locations, Collin County may require deliveries to a 4500-gallon mobile tanker truck. This tanker meets or exceeds all requirements for this type transport and is registered with US DOT. The tanker has four (4) (ea.) 1000-gallon compartments for diesel and one (1) 500 gallon compartment for unleaded gasoline. Tanker has bottom-loading tanks with vapor recovery outlet. Tanker is equipped with Scully Intelli-Check with 2 sockets; ground hog. This tanker will generally be located at the Collin County Service Center in McKinney, TX, or at the Farmersville Camp in Farmersville, TX. Occasionally, a delivery to another off-site location within the county may be required.

Vendor shall be capable of making deliveries (tanker-to-tanker) to this mobile unit, as required. Products must be pumped into tanks, not gravity fed. Vendor shall be responsible for any fittings, etc., necessary to accomplish delivery.

Collin County will provide vendor with tanker information as required. Bidders shall be able to view tanker by appointment, if desired.

Vendor shall not be required to climb upon Collin County's tanker to take readings. Metered delivery tickets must be provided by vendor at time of delivery showing gross quantity of each product delivered.

Collin County may opt to drive tanker to vendor's jobber owned rack to take fuel delivery. Collin County will contact vendor to place order prior to arrival.

4.13 Stick Readings: Stick readings shall be made before and after each drop and this information recorded on each delivery ticket. Tanks at Farmersville site have clock sight gauges mounted atop the tanks for fuel level measurements. These readings will be acceptable for stick readings. Stick readings are not required for mobile tanker.

4.14 Delivery Tickets/Manifests: Delivery tickets for all County fuel deliveries shall be delivered to the Collin County Service Center, Equipment Services Section, Assets Management Office upon completion of delivery(ies). When deliveries are made to the remote locations and to the Service Center on the same day, the vendor may want to consider delivering to the Service Center last to save an extra trip. Copies of delivery tickets and manifests shall be left with authorized Equipment Services personnel who will sign for receipt of the delivery(ies).

Authorized contacts at the Service Center regarding fuel orders and deliveries are:

Nathaniel Pritchett, Assets Management Technician at 972-548-3729

Dayne Shepherd, Equipment Services Manager at 972-548-3709

Liz Gray, Fleet Analyst at 972-548-3734

Delivery tickets shall indicate net and gross gallons delivered, "before" and "after" stick readings (as applicable), delivery location, supplier, date and time of delivery, product delivered and the quantity of additive (if applicable) for each drop/tank and shall be accompanied by a manifest. **When possible, all products scheduled for delivery on the same transport shall be on one manifest to reduce State of Texas Petroleum Product Delivery fee costs.**

4.15 Approximate Usage: Estimated annual quantities are given for diesel and unleaded gasoline and storage tank locations are shown on Attachment A. Collin County's total annual fuel requirement is estimated to be approximately 466,000 gallons. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Fuel will be ordered on an as-needed basis. The estimated value of this contract is \$1,000,000.

4.16 Access: All sites are normally open between 7:00 am and 2:30 pm, Monday through Friday, excluding Collin County holidays. Please refer to Attachment A, Table of Tank Sites, for UST/AST identifiers and locations. Tank drop tubes are locked at all locations, therefore, prior to delivery, vendor shall notify authorized contact (listed above) in order to gain access for deliveries. This notification should be made at least one (1) hour prior to expected arrival time of the delivery.

The Justice Center/Central Plant tank is an emergency generator tank using diesel fuel only; fuel is not ordered on a routine basis for this UST. All other tanks are fuel dispensing sites and will, as a general rule, take fuel deliveries on a weekly basis.

4.17 Equipment: Vendor shall be responsible for supplying fittings, hoses, etc., necessary to complete delivery of product at each location.

4.18 Subcontractors: If the vendor requires the services of other persons or companies (subcontractors) in the performance of the contract, the vendor shall be responsible for assuring that all subcontractors have the required insurance coverage. The vendor shall be responsible for settling any claims or demands with their subcontractors. The vendor shall be responsible for informing all of their subcontractors about access information, site locations and any special requirements pertaining to Collin County deliveries.

4.19 Material Safety Data Sheets: Upon award, vendor shall supply a copy of all applicable Material Safety Data Sheets for the products bid.

4.20 Typical Analysis Sheet(s): Bidder is requested to submit with their bid an identifiable typical analysis sheet (for each product bid) based on actual test results showing the properties of the products proposed under this bid.

4.21 Bidding Price: Bid prices shall be bid as plus (+) or minus (-) the Net Rack Price for Dallas **Metro**, Texas. The plus or minus (+ or -) factor bid (mark-up or mark-down) shall remain firm and fixed for the entire contract period. For evaluation purposes, actual fuel prices, State of Texas taxes, Petroleum Product Delivery Fees, pump off fees, etc., shall not be included in the bid price.

4.22 Fuel Price Verification: Vendor shall furnish OPIS Net Rack Price verification for date of delivery with invoicing.

4.23 Fuel Taxes: Collin County is exempt from Federal Fuel Taxes. State of Texas fuel taxes shall be applied to all purchases. Invoices must show, and payment will include, all applicable state taxes.

4.24 Transport Charges: All delivery and freight charges (FOB Collin County's designated location) shall be included in the bid price.

4.25 Split Load Fees/Multiple Drop Charge: Vendors shall state in the spaces provided in Item 12 and Item 13 any charge for delivering multiple products at the same tank location (i.e., delivery of both gasoline and diesel to Service Center) and/or any charge for delivering product at different tank locations (i.e., deliveries to both the Service Center and Farmersville Camp.)

4.26 State of Texas Petroleum Product Delivery Fees: Delivery fees may be added to each delivery as required by the State of Texas, and administered by the Office of the Comptroller of Public Accounts.

~~4.27 Invoicing: Invoices separating delivery charges, State of Texas delivery fees, net and gross quantities, state taxes, pump off fees, split load fees, Federal Oil Spill Liability fees, LUST fees, etc., and a copy of the appropriate OPIS price sheets (clearly marked as to the net rack price or prices applicable to the order invoiced) shall be mailed to: [npritchett@co.collin.tx.us](mailto:npritchett@co.collin.tx.us); [dshepherd@co.collin.tx.us](mailto:dshepherd@co.collin.tx.us); or [lgray@co.collin.tx.us](mailto:lgray@co.collin.tx.us) or faxed to (972) 548-3790, within 24 hours.~~

~~after delivery of fuel. An original invoice shall be mailed to the Collin County Auditor, 2300 Bloomdale Road, Suite 3100, McKinney, TX 75071.~~

4.27 Invoicing: Invoices separating delivery charges, State of Texas delivery fees, net and gross quantities, state taxes, pump off fees, split load fees, Federal Oil Spill Liability fees, LUST fees, etc., and a spreadsheet showing the appropriate OPIS price (clearly labeled as to the net rack price or price applicable to the order invoiced) shall be emailed to: [npritchett@co.collin.tx.us](mailto:npritchett@co.collin.tx.us); [dshepherd@co.collin.tx.us](mailto:dshepherd@co.collin.tx.us); or [lgray@co.collin.tx.us](mailto:lgray@co.collin.tx.us) or faxed to (972) 548-3790, within 24 hours after delivery of fuel. An original invoice shall be mailed to the Collin County Auditor, 2300 Bloomdale Road, Suite 3100, McKinney, TX 75071.

4.28 Payment: Payment shall be based on the price per gross gallons delivered and invoice shall list all applicable charges associated with the delivery (ies). This shall include, but not be limited to: product prices, State taxes, State delivery fees, State LUST fees, Federal Oil Spill Liability fees, pump off fees, split load fees, and any County requested diesel additive, etc. Any additional State or Federal fees mandated by law after the award of this contract may be included, but only after vendor has given Collin County prior notification and explanation of such fees and a change order to the existing contract has been approved to include those fees.

4.29 Pump Off Fees: Pump off fees shall be charged for only the gross gallons which have actually been pumped off (not dropped). State pump off fees in the space provided in eBid.

4.30 Additive for Diesel Fuel: Collin County may request that a fuel additive be added to deliveries of diesel fuel. Additive will be ordered on an as needed basis. Vendor shall not add any additives to any product being delivered without authorization from Collin County. The additive shall be provided by and added to the fuel by the vendor. Bidder is requested to state pricing for providing and adding additive to diesel fuel. Bidder is also requested to state in the space provided how many gallons of fuel will be treated by one (1) gallon of fuel additive and provide the brands of the products bid. Bidder is requested to include a copy of technical data and MSDS for these products with their bid.

Diesel fuel additive (such as Power-Master Plus Cetane Improver Primrose Oil or Collin County approved equal) shall have the following performance characteristics:

1. Dispersion of condensed moisture;
2. Easier cold-weather starting and faster warm-up;
3. Rust & corrosion protection;
4. Detergency to provide cleanliness throughout entire fuel system;
5. Anti-gel additive to prevent the formation of complex wax crystals, lowering cold-weather plugging point of untreated fuel;
6. Must meet EPA requirements for blending into low sulfur diesel fuels without causing a measurable effect on the cetane index or aromatic content of the fuel;
7. Antiwear protection for injectors and fuel pumps;
8. Product shall have no ash content.

4.31 Registrations & Certifications: Collin County petroleum storage tanks are registered with the TCEQ and Collin County has certification of proof of financial responsibility. Copies of tank

delivery certificates will be provided to awarded vendor(s). All tanks meet or exceed current requirements. Collin County, by law, is exempt from Federal taxes; a Federal fuel tax exemption certificate will be provided as needed.

4.32 Load Size: Bidder shall state in the spaces provided in this bid document the maximum and minimum number of gallons for both tanker/transport loads and bobtail/tank wagon loads for each product. Bidder shall state at what ordering quantity the pricing changes from bobtail/tank wagon load rates to tanker/transport load rates.

4.33 Order Quantity/Pricing: Bidder shall state in the space provided in eBid, the minimum number of gallons **ordered** for which the transport/tanker or bobtail/tank wagon load price per gallon will apply. Collin County will pay the per gallon price based on the gross quantity **ordered**, *not* the **delivered** gross quantity.

4.33.1 For clarification, please consider the following examples: (Assuming vendor minimum is 7400 gallons (for tanker/transport load pricing))

Example 1: Collin County *orders* 7200 gallons  
Vendor *delivers* 7220 gross gallons  
Collin County's ppg would be based on *bobtail/tank wagon pricing* because the *order* was for *less than 7400 gallons*

Example 2: Collin County *orders* 7405 gallons (or more)  
Vendor *delivers* 7380 gross gallons  
Collin County's ppg would be based on *tanker/transport load pricing* because the *order* was for *7400 (or more) gallons*

4.34 Product Specifications: These specifications are subject to change during the contract period if products specified herein no longer meet or exceed environmental requirements set by Federal or State of Texas Regulatory agencies or if Collin County's needs should change. **All products delivered shall be ready to use.** Any blending or additives required to furnish the specified product shall be accomplished prior to delivery to the County's location.

Diesel: #2 Diesel, undyed Tx low emission diesel (TxLED), sulfur max 15 ppm; cetane number 48 min.

Gasoline: Reformulated unleaded gasoline (RFG), minimum octane rating 87; 10% ethanol.

4.34.1 General Product Order: As a rule, Collin County will order #2 diesel TxLED Tx low emission diesel, and unleaded (regular) reformulated gasoline. If Collin County should require changes in product (for example, higher octane rating, etc., to meet fleet performance requirements) vendor will be notified.

4.35 Collin County understands that state taxes, LUST fees, Federal Oil Spill Liability fees, Tx delivery fees, etc. will be standardly invoiced to Collin County. Any vendor charges to be included must be described within this bid submittal. This includes delivery fees, pump off fees, split load fees, etc. and any additional costs/fees which may be included in your delivery.

4.36 Vendor shall notify Collin County as soon as possible of any additional State or Federal fees mandated by law after the award of this contract. Vendor shall submit such notification in writing, complete with explanation of such fees. All change orders to the contract will be made in writing by Collin County Purchasing Agent and approved by both parties prior to payment of any additional/new fees being paid.

4.37 Vendor likewise, shall notify Collin County if any fees herein listed are no longer required by State or Federal laws. Vendor may not continue to charge/bill Collin County for these fees once such legislation is in place.

4.38 Fees shown on any future invoices to Collin County must be included within this bid document to obtain payment. Collin County will not pay for any other charges indicated on invoices.