

BULK FUEL BID #15-600-003 EVALUATION

After evaluating the bids, the low bid was submitted by Martin Eagle Oil Company and meets all criteria required by the bid. It would be my recommendation to award the bid in its entirety to Martin Eagle Oil Company. Below are a few of the items of importance that I believe will answer all your questions regarding this bid. I have also attached a copy of the bid tabs, addendum from Martin Eagle Oil Company, and the original bid sent out for your review.

Marin Eagle Oil Company-Denton, TX

1. Lowest diesel bid price for all precincts
2. Lowest gas bid price for all precincts
3. Based pricing on OPIS Dallas Metro Gross Average Rack Price for day of delivery
4. No minimum delivery required(I did call to confirm this as there was none stated in bid). This means that they will deliver to Public Works tanks at the same price as the precincts.
5. Pricing is consistent for all locations.
6. Optional-bid called for vendor to monitor tanks(this is something we can discuss if we wish to continue or change next year). They will install monitors on the tanks at no additional charge so that they can monitor them remotely thus saving both vendor and county time and money on monitoring tanks. They will deliver as need to assure fuel supplies are kept up. If you do not wish to have a monitor, you will need to call to order fuel. You will need to let the vendor know which option you wish.

The next lowest diesel bid required a minimum delivery with no option for Public Works and did not bid gas. All other bids are higher and have different variations on requirements.

Sincerely,

Diana Alexander

Wise County Asset Manager

**WISE COUNTY, TEXAS
 INVITATION TO BID NO. 15-600-003
 BULK GASOLINE AND DIESEL**

Bid Opening: 10:00 a.m., Thursday, August 7, 2014

VENDOR

Sun Coast Resources
 Houston, TX
 8/6/14 10:41am

Indigo Energy
 Alpharetta, GA
 8/7/14 9:55am

	profit margin cents per gallon	profit margin cents per gallon
PRECINCT #1		
Unleaded Gasoline (89 Octane) Profit Margin	1.1455	0.2562
Unleaded Gasoline (93 Octane) Profit Margin	1.1455	0.2366
No. 2 Diesel Profit Margin	.0826	.0039/.2275*
PRECINCT #2		
Unleaded Gasoline (89 Octane) Profit Margin	1.1455	0.2562
Unleaded Gasoline (93 Octane) Profit Margin	1.1455	0.2366
No. 2 Diesel Profit Margin	.2400	.0039/.2275*
PRECINCT #3		
Unleaded Gasoline (89 Octane) Profit Margin	.5400	0.2562
Unleaded Gasoline (93 Octane) Profit Margin	.5400	0.2366
No. 2 Diesel Profit Margin	.0633	.0039/.2275*
PRECINCT #4		
Unleaded Gasoline (89 Octane) Profit Margin	.6000	0.2562
Unleaded Gasoline (93 Octane) Profit Margin	.6000	0.2366
No. 2 Diesel Profit Margin	.0685	.0039/.2275*

Sun Coast exception: cannot monitor and change to billing

Indigo Energy first diesel price is for full 7500 gal transport load or will be second higher price

**WISE COUNTY, TEXAS
 INVITATION TO BID NO. 15-600-003
 BULK GASOLINE AND DIESEL**

VENDOR

Atlas Oil Company
 Taylor, MI
 8/7/14 9:55am

SC Fuels
 Orange, CA
 8/7/14 8:14am

	profit margin cents per gallon	profit margin cents per gallon
PRECINCT #1		
Unleaded Gasoline (89 Octane) Profit Margin	1.1000	no bid
Unleaded Gasoline (93 Octane) Profit Margin	1.1000	no bid
No. 2 Diesel Profit Margin	.0095/1.1000*	.0011
PRECINCT #2		
Unleaded Gasoline (89 Octane) Profit Margin	1.1000	no bid
Unleaded Gasoline (93 Octane) Profit Margin	1.1000	no bid
No. 2 Diesel Profit Margin	.0095/1.1000*	0.0033
PRECINCT #3		
Unleaded Gasoline (89 Octane) Profit Margin	1.1000	no bid
Unleaded Gasoline (93 Octane) Profit Margin	1.1000	no bid
No. 2 Diesel Profit Margin	.0095/1.1000*	-0.0014
PRECINCT #4		
Unleaded Gasoline (89 Octane) Profit Margin	1.1000	no bid
Unleaded Gasoline (93 Octane) Profit Margin	1.1000	no bid
No. 2 Diesel Profit Margin	.0095/1.1000*	0.0083

Atlas diesel pricing depends on first price Transport deliver or second price tankwagon deliver, also exception to the legal responsibilities for defective products or contractual obligation
 SC Fuels minimum order of 7500 gal

**WISE COUNTY, TEXAS
 INVITATION TO BID NO. 15-600-003
 BULK GASOLINE AND DIESEL**

IPC Fuel Distribution
 Irvine, CA
 8/6/14 2:23pm

Mansfield Oil Company
 Gainesville, GA
 8/6/14 1:34pm

VENDOR	
PRECINCT #1	profit margin cents per gallon
Unleaded Gasoline (89 Octane) Profit Margin	no bid
Unleaded Gasoline (93 Octane) Profit Margin	no bid
No. 2 Diesel Profit Margin	.0060
PRECINCT #2	profit margin cents per gallon
Unleaded Gasoline (89 Octane) Profit Margin	no bid
Unleaded Gasoline (93 Octane) Profit Margin	no bid
No. 2 Diesel Profit Margin	.0100
PRECINCT #3	profit margin cents per gallon
Unleaded Gasoline (89 Octane) Profit Margin	no bid
Unleaded Gasoline (93 Octane) Profit Margin	no bid
No. 2 Diesel Profit Margin	.0042
PRECINCT #4	profit margin cents per gallon
Unleaded Gasoline (89 Octane) Profit Margin	no bid
Unleaded Gasoline (93 Octane) Profit Margin	no bid
No. 2 Diesel Profit Margin	.0075

IPC will negotiate fees(not included) for monitoring tanks
 Mansfield Oil has additional flat rate fees depending on amount delivered: less than 2500 \$2.75, 2500-4999 \$5.50, 5000-7999 \$8.62,
 8000-9999 \$11.00

**WISE COUNTY, TEXAS
 INVITATION TO BID NO. 15-600-003
 BULK GASOLINE AND DIESEL**

VENDOR

Douglass Distributing
 Sherman, TX
 8/1/14 2:55pm

Martin Eagle Oil Company
 Denton, TX
 8/1/14 8:59am

	profit margin cents per gallon	profit margin cents per gallon
PRECINCT #1		
Unleaded Gasoline (89 Octane) Profit Margin	.0800	0.0387
Unleaded Gasoline (93 Octane) Profit Margin	.0800	0.0387
No. 2 Diesel Profit Margin	.0200	-.0037
PRECINCT #2		
Unleaded Gasoline (89 Octane) Profit Margin	.0800	0.0387
Unleaded Gasoline (93 Octane) Profit Margin	.0800	0.0387
No. 2 Diesel Profit Margin	.0800	-.0037
PRECINCT #3		
Unleaded Gasoline (89 Octane) Profit Margin	.0800	0.0387
Unleaded Gasoline (93 Octane) Profit Margin	.0800	0.0387
No. 2 Diesel Profit Margin	.0200	-.0037
PRECINCT #4		
Unleaded Gasoline (89 Octane) Profit Margin	.0800	0.0387
Unleaded Gasoline (93 Octane) Profit Margin	.0800	0.0387
No. 2 Diesel Profit Margin	.0200	-.0037

Martin Eagle has an addendum

**MARTIN EAGLE****OIL COMPANY, INC.**

Wise County Addendum

Bid No. # 15-600-003

Martin Eagle Oil Company, Inc. makes this offer with mark up/down as listed on your bid page using the Dallas Metro Contract Benchmark Gross Average Rack price for date of delivery 10:00 AM EST pricing.

Unleaded is based on the products delivered out of the DFW area:

Gasoline is RFG with 10 % ethanol & diesel is TxLED ULSD with 15 PPM sulfur.

It is not stated in the bid but several refiners, exchanges; terminals are now using bio up to 5 % as an additive with the approval of the TCEQ. If the county has no problem from time to time you may end up with this product unless otherwise stated. The benefit is a little off the Texas Fuel tax. It would be a fraction of a cent up to one penny off for using it as a renewable fuel source.

Attached copy of OPIS pricing page off a report we will use. Martin Eagle, at no cost to Wise County, will install tank monitors to monitor your product level, set up the orders and make deliveries that will greatly reduce MEO trips and the possibility that you have an outage. The information from the monitors can only be viewed by you and MEO. It tells when a dump has been made, we ping each site once a day. Allows only those that you want to see your fuel information by using a



MARTIN-EAGLE
OIL COMPANY, INC.

secure log in and password. We provide replacement, materials, batteries, cost of monitor, cost of service and your cost is zero as long as MEO is allowed within your guidelines to do the orders, delivery and the billing. On Keep filled program we shop and deliver on the best possible market day that we can, we delivery your product in a manner that benefits Wise County and MEO.

We have attached a Taxes & Fees, State or Federal that we add to all our bids in Texas & Oklahoma.

Phillip Childers III
Vice President of Sales

**MARTIN EAGLE****OIL COMPANY, INC.**

Taxes & Fees, State &/or Federal

Any Tax and/or fee that is established by a State or Federal agency will appear as a separate line item if the State or Federal agency deems it to be applicable to your organization or any entity adjoined to this agreement. Any changes, additions, subtractions from any fee or tax will appear in the line item.

Federal L.U.S.T. fee is a Federal charge that is currently at \$ 0.0010 per gallon. The fee is called Leaking Underground Storage Fee.

Federal Oil Spill Liability fee is based on each petroleum product and the amount of renewable fuel present.

Diesel & gasoline	\$ 0.001905
Gasoline 10 % Ethanol	\$ 0.001714
Gasoline 70 % (winter)	\$ 0.000572
Gasoline 85 % (summer)	\$ 0.000286
Biodiesel B-5	\$ 0.001810
Biodiesel B-10	\$ 0.001714
Biodiesel B -20	\$ 0.001524



MARTIN • EAGLE

OIL COMPANY, INC.

Petroleum Products Delivery Fee. Texas fee that was supposed to be removed recently but the State has continued to administer it to the Petroleum users. This fee is invoiced on the net gallons delivered.

2,550 or Less gallons	\$ 3.75
2,500 to 5,000 gallons	\$ 7.50
5,000 to 8,000 gallons	\$11.75
8,000 to 10,000 gallons	\$15.00

Each 5,000 gallon increment on 10,000 or more is 7.50 for each increase.

For Gasoline deliveries of at least 7,000 but less than 8,000 gals (whether single product or split load multi products) special rules apply.

*if gasoline portion of delivery is less than 7000 gals the fee is \$ 11.75

** if the gasoline portion is at least 7,000 and total load is presumed to be 8,000 gals then the fee is \$15.00.

Oklahoma underground storage fee is \$ 0.0100

Federal Fuel Taxes:

\$ 0.1830 Gasoline \$ 0.2430 Diesel

Texas Fuel Taxes:

\$ 0.2000 Gasoline \$0.2000 Diesel

Oklahoma Fuel Taxes:

\$ 0.1600 Gasoline \$ 0.1300 Diesel



MARTIN-EAGLE

OIL COMPANY, INC.

Any tax or fee that is established by a State or Federal agency will be applied to your invoice if applicable. If it new, reduced, increased or eliminated it will be applied to your invoice with any change as a separate line item.



INVITATION TO BID NO. 15-600-003
Wise County, Texas

BID TITLE: *Bulk Fuel-Gasoline and Diesel*

SEALED BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Thursday, August 7, 2014*

RETURN BIDS TO:
Wise County Asset Control Office
400 W Walnut, Decatur or
P.O. Box 952, Decatur, TX 76234

All bids must be submitted in a sealed envelope on the enclosed bid forms and received on or before the date and time specified above. The bid envelope must have a return address in the upper left-hand corner and the bid name and number in the lower left-hand corner.

SCOPE

Wise County is now accepting formal sealed bids for a contract for the purchase of bulk gasoline and diesel for various county agencies.

This contract will be effective from October 1, 2014 through September 30, 2015.

This contract may be canceled with 30 days written notification by either party to the other.

SPECIFICATIONS

It is the intent of these specifications to describe fuel suitable for use in county vehicles.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

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

1. Plus Unleaded gasoline with a minimum octane rating of 89
2. Super, Supreme, or Extra Unleaded gasoline with a minimum octane rating of 93
3. No. 2 diesel with a minimum cetane rating of 25 and a maximum sulphur content of 0.3 at 100 degrees Fahrenheit, no red dye

All fuels must be of high quality and free of foreign substances that present a potential hazard to County equipment or contamination of storage facilities. Any damage experienced by County equipment or contamination of storage facilities will be the direct responsibility of the vendor for repair or replacement.

The County reserves the right to check the vendor's manifest and/or submit, to a laboratory, samples of fuel delivered for verification of octane/cetane/sulphur ratings.

In order to comply with State laws concerning competitive bidding while maintaining as much continuity as possible between the County and its contracted fuel vendor(s), Wise County has elected to utilize a "fluctuating price" contract(s) which takes the changing fuel market conditions into consideration over the contract period.

Thus, each bid should clearly delineate each fuel's profit (margin). This is the amount charged over OPIS.

Under this arrangement, the per-gallon price charged the County will be allowed to fluctuate within the contract, provided the difference between the vendor's per-gallon cost and the per-gallon price to the County remains constant and can be verified at the discretion of the County.

Bids received without this information will be considered incomplete and will be eliminated from the selection process.

The successful bidder must check each of the County's bulk fuel facilities as frequently as needed to assure the routine replenishment of fuels without the County having to notify the vendor of its need.

The successful bidder must also add any needed additive during winter months to prevent gelling of diesel fuels. The diesel bid price must NOT include this additive in the cost of the fuel as the cost of this additive is to be bid and billed separately from the cost of the fuel.

Wise County will pay ONLY the required State tax on fuels. It is the sole responsibility of the bidder to recoup any taxes he has had to pay from the appropriate taxing entity.

All invoices must show the base per-gallon cost being charged the County as well as all appropriate taxes.

A separate sheet delineating, by department and by fuel type, the total amount of fuels purchased during the month must be sent along with all bills, invoices, and statements.

The contract(s) will be awarded to the bidder who, in the judgment of the Commissioners' Court, tenders the lowest and best bid on the basis of that vendor's per-gallon profit (margin), including all freight and delivery charges.

The County will award bids in eight separate and distinct categories. They are:

1. Delivered bulk gasoline for all entities in Precinct #1 (Precinct Barn and Public Works)
2. Delivered bulk diesel for all entities in Precinct #1 (Precinct Barn and Public Works)
3. Delivered bulk gasoline for all entities in Precinct #2
4. Delivered bulk diesel for all entities in Precinct #2
5. Delivered bulk gasoline for all entities in Precinct #3
6. Delivered bulk diesel for all entities in Precinct #3
7. Delivered bulk gasoline for all entities in Precinct #4

8. Delivered bulk diesel for all entities in Precinct # 4

DELIVERY POINTS

Since bid prices must include consideration of the vendor's delivery to various County-owned facilities, a list of those delivery points follows. It will be the responsibility of the successful bidder to deliver fuels upon demand to those locations by vendor-owned or -contracted means throughout the contract period.

1. **Precinct #1:** Highway 380 and FM 51 North, Decatur. Danny White 940-627-5810
10,000-gallon aboveground diesel tank.
2. **Public Works Department** (*Considered in Precinct #1*): FM 51 S. Decatur, TX.
Tom Goode 940-627-6655
250-gallon aboveground unleaded gasoline tank.
1,000-gallon aboveground diesel tank
1500-gallon aboveground diesel tank
3. **Precinct #2:** Highway 81/287 and FM 1655, Alvord. Kevin Burns 940-427-4881
1,000-gallon aboveground unleaded gasoline tank.
10,000-gallon aboveground diesel tank.
4. **Precinct #3:** FM 730 South, Boyd. Harry Lamance 940-433-5365
1,000-gallon aboveground unleaded gasoline tank.
10,000-gallon aboveground diesel tank.
5. **Precinct #4:** Highway 380 East, Bridgeport. Gary Potts 940-683-3541
1,000-gallon aboveground unleaded gasoline tank.
10,000-gallon aboveground diesel tank.

ESTIMATED QUANTITIES

Approximately 195,846 gallons of diesel and approximately 2551 gallons of gasoline were used during FY13. Because Wise County's needs are seasonal in nature, it is not feasible to offer prospective bidders estimated quantities needed during the year. However, prospective bidders are encouraged to contact the individual department heads of the listed departments to discuss their anticipated needs. Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the County's actual needs.

INSURANCE

Upon request, the successful bidder must provide evidence of insurance that will indemnify the County in the event that damage is incurred to any County vehicle as a direct result of faulty fuels delivered by the successful bidder.

GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

Invoices must show the address and department where the service was required and the bid number.

Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations 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 Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified.

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Price form
3. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, August 7, 2014.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, August 7, 2014.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

TITLE

The bid must be submitted in a sealed envelope with the following written on the outside lower left hand envelope:

"BULK FUEL-GASOLINE AND DIESEL, BID NO. 15-600-003"

The bid envelope must also have the bidder's complete return address in the upper left hand corner of the outside of the envelope.

**WISE COUNTY, TEXAS
BULK FUEL-GASOLINE AND DIESEL
Bid No. 15-600-003**

Bidder's Name: _____

Address: _____

Mailing Address: _____

City/State/Zip: _____

Phone Number: () _____ Fax Number: () _____

Email: _____

Contact Person: _____

Price sheets must be attached.

Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Should other Governmental Entities located within Wise County decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

____ Yes ____ No

If you, the Bidder, checked yes, the following will apply:

"Governmental Entity's located within Wise County utilizing Inter-Governmental Contracts with Wise County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entity's other than Wise County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Wise County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed. The Vendor agrees that all terms, conditions, specifications, and pricing would apply."

Signature: _____

Type Name and Title: _____

Date: _____

BULK GASOLINE AND DIESEL FUELS
Bid No. 15-600-003

Profit Margin is the cents per gallon over OPIS. Please do not include the OPIS price.

Prices should be written in the following manner to avoid confusion. \$0.03 which is the equivalent of three cents per gallon over OPIS.

PRECINCT #1 ENTITIES FUELS: Precinct #1 Barn, Public Works Department, Decatur

Unleaded gasoline (89 octane): Profit (Margin) bid: \$ _____ cents/gallon

Unleaded gasoline (93 octane): Profit (Margin) bid: \$ _____ cents/gallon

No. 2 diesel: Profit (Margin) bid: \$ _____ cents/gallon

PRECINCT #2 ENTITY FUELS: Precinct #2 Barn in Alvord

Unleaded gasoline (89 octane): Profit (Margin) bid: \$ _____ cents/gallon

Unleaded gasoline (93 octane): Profit (Margin) bid: \$ _____ cents/gallon

No. 2 diesel: Profit (Margin) bid: \$ _____ cents/gallon

PRECINCT #3 ENTITIES FUELS: Precinct #3 Barn, Boyd

Unleaded gasoline (89 octane): Profit (Margin) bid: \$ _____ cents/gallon

Unleaded gasoline (93 octane): Profit (Margin) bid: \$ _____ cents/gallon

No. 2 diesel: Profit (Margin) bid: \$ _____ cents/gallon

PRECINCT #4 ENTITIES FUELS: Precinct #4 Barn, Bridgeport

Unleaded gasoline (89 octane): Profit (Margin) bid: \$ _____ cents/gallon

Unleaded gasoline (93 octane): Profit (Margin) bid: \$ _____ cents/gallon

No. 2 diesel: Profit (Margin) bid: \$ _____ cents/gallon

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder 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 Bidder. 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 prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: _____

Signed by: _____

Address: _____

Telephone: _____ **Date:** _____

Affiant

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____.

Notary Public in and for the State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th 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.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a) Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date