



# ORIGINAL

Invitation to Bid #24-BID-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 3, 2023

**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 form and received on or before the 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.

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## 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, 2023 through September 30, 2024.

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. Super, Supreme, or Extra Unleaded gasoline with a minimum octane rating of 93
2. 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 Dallas Metro Gross Average 10 am rack price for the date of delivery.

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.

The successful bidder must monitor 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. Monitoring system must be used. Wise County Auditor and Emergency Management Coordinator must have access to monitor the amount of fuel in bulk tanks. If there is an additional cost, this must be listed.

The successful bidder may need to add any needed additive during winter months to prevent gelling of diesel fuels. This **must** be discussed with the department head prior. The diesel bid price must NOT include this additive in the cost of the fuel as the cost of this additive is to be 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 bid to one vendor.

## **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.  
10,000-gallon aboveground diesel tank.
2. **Public Works Department:** FM 51 S. Decatur, TX.  
1000-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.  
10,000-gallon aboveground diesel tank.
4. **Precinct #3:** FM 730 South, Boyd.  
10,000-gallon aboveground diesel tank.
5. **Precinct #4:** Highway 380 East, Bridgeport.  
10,000-gallon aboveground diesel tank.
6. **Sheriff Department:** 200 Rook Ramsey, Decatur  
Approximately 500 gallon diesel generator

All tanks require a pump to fill and have a 3" hole. Sheriff Department generator requires a pump and may have a smaller hole.

## **Fuel Conservation Protocol**

At times, Wise County may enact a fuel conservation protocol. This protocol can only be enacted by the County Judge or Emergency Management Coordinator. Once enacted the below will be required:

All tanks must remain at a capacity set by the County Judge or Emergency Management Coordinator. This may require split loads be delivered. A full load may be ordered and then delivered to 1 or more locations to keep tanks at capacity. Any additional charge for split loads must be indicated on the price form.

## **Estimated Quantities**

See attached invoices which represent purchases made to date during FY23. Sheriff Department will only be occasional approximately once a year. Because Wise County's needs are seasonal in nature, it is not feasible to offer prospective bidders estimated quantities needed during the year. 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  
asstauditor@co.wise.tx.us

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 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> 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. **No ring binders**

**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. Any additional terms and conditions submitted by bidders will be considered invalid. Only terms and conditions listed in the Wise County bid documents apply. Any changes to Wise County terms and conditions may result in disqualification of the bid.

**Award notice will include information on form 1295 disclosure that must be completed and returned prior to any bid award being considered final, contract being signed by Wise County, any Purchase Order being issued by Wise County, or any notice to proceed with work being issued by Wise County. Wise County cannot advise on the form 1295. If you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or <https://www.ethics.state.tx.us>.**

**By signing this document, your company will be providing the written verification if required by Texas Government Code Section 2270.002 that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

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 award a contract to a qualified local bidder within three percent of the lowest bid. 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.

All bids that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets and confidential information contained in the bid and identified as such.

Any and all terms and conditions offered by Wise County in this document or as part of individual purchase orders issued in connection to this agreement shall supersede any and all terms and conditions of the vendor and shall in fact govern the contract and agreement. This contract is governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Wise County, Texas.

Wise County agrees to permit reasonable access to vendors designated representatives to perform its services under this contract.

Wise County reserves the right to waive any minor technicalities.

All submittals become the property of Wise County.

### **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 3, 2023.

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 3, 2023.

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.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Allen at [Diana.allen@co.wise.tx.us](mailto:Diana.allen@co.wise.tx.us).

## **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 #24-BID-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 #24-BID-003**

Bidder's Name: U.S. Venture, Inc. acting through its U.S. Energy division

Physical Address: 425 Better Way

Mailing Address: 425 Better Way

City/State/Zip: Appleton, WI 54915

Phone Number: (800) 876-4526 Fax Number: (920) 730-4247

Email: cchilders@us-energy.com

Contact Person: Corky Childers (DFW Area Rep.)

**Price sheet must be attached.**

**Vendor is responsible for checking Wise County website [www.wisecountytexas.gov](http://www.wisecountytexas.gov) for any addendum.**

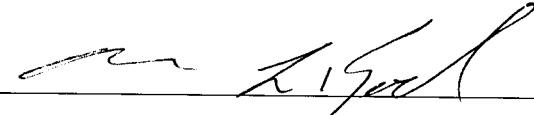
**Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.**

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: Michael Koel, President of U.S. Energy

Date: 7/19/23



**Bulk Gasoline and Diesel Fuels  
Bid #24-BID-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.**

**Public Works**

Unleaded gasoline (93 octane): Profit (Margin) bid: \$ 0.0950 cents/gallon

No. 2 diesel: Profit (Margin) bid: \$ 0.0950 cents/gallon

**Precinct #1**

No. 2 diesel: Profit (Margin) bid: \$ 0.0250 cents/gallon

**Precinct #2**

No. 2 diesel: Profit (Margin) bid: \$ 0.0250 cents/gallon

**Precinct #3**

No. 2 diesel: Profit (Margin) bid: \$ 0.0250 cents/gallon

**Precinct #4**

No. 2 diesel: Profit (Margin) bid: \$ 0.0250 cents/gallon

**Sheriff Department**

No. 2 diesel: Profit (Margin) bid: \$ 0.0950 cents/gallon

**Monitoring cost(if any)** No for Monitor as long as you stay on Keep Fill Management

**Split Load cost(if any)** \$ 50.00

**Bid: Bulk Fuel-Gasoline and Diesel, 24-BID-003**

**State of Wisconsin**

**County of Outagamie**

**Affidavit**

**Before me**, the undersigned authority, a Notary Public in and for the State of Wisconsin, on this day personally appeared Michael Koel, President of U.S. Energy 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:

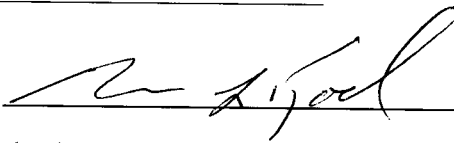
That the foregoing bid submitted by U.S. Venture, Inc. acting through its U.S. Energy division hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, 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 prior to the official opening of this bid.

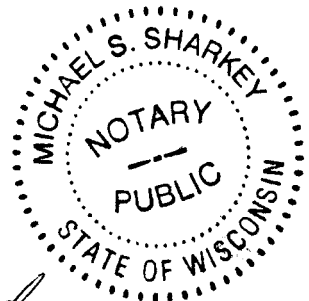
I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

**Further Affiant Sayeth Naught.**

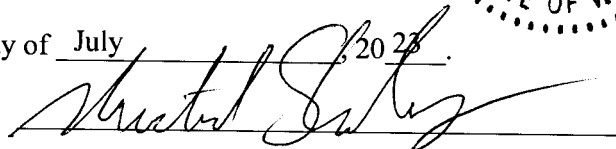
**Name and Address of Bidder:**

**Bidder:** U.S. Venture, Inc. acting through its U.S. Energy division  
**Address:** 425 Better Way, Appleton, WI 54915  
**Telephone:** 800-876-4526

**Affiant signature:**   
**Printed Name:** Michael Koel  
**Title:** President, U.S. Energy  
**Date:** 7/19/23



Sworn to and Subscribed before me this 19th day of July, 2023.

  
Notary Public in and for the State of Wisconsin

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b> <b>CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> U.S. Venture, Inc. Appleton, WI United States	<b>Certificate Number:</b> 2023-1060075  <b>Date Filed:</b> 08/15/2023
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> WISE COUNTY	<b>Date Acknowledged:</b> 8-16-23
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>  24-BID-003 bulk fuel services	

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schmidt , John	Appleton, WI United States	X	
Schmidt, Thomas	Appleton, WI United States	X	
Evans, Thomas	Appleton, WI United States	X	
Lori, Hoersch	Appleton, WI United States	X	
Walters, Jay	Appleton, WI United States	X	
Kahan, John	Appleton, WI United States	X	
Kelley, Neil	Appleton, WI United States	X	
McAsey Rabicke, Ammie	Appleton, WI United States	X	
Thomas, Christopher	Appleton, WI United States	X	
Zelenka, Janet	Appleton, WI United States	X	
U.S. Venture Holdings, Inc.	Appleton, WI United States	X	

