Award Documentation for RFP 2018-817 Fuel Services for Gregg County, Texas



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent
101 E. Methvin St., Suite 205, Longview, Texas 75601
(903) 237-2684 ♦ purchasing@co.gregg.tx.us

September 28, 2018

Eagle Fuel and Oil Mr. Jason Parker 12426 Hwy 64 Tyler, TX 75704 jparker@beckatoilfuel.com 903-596-7707

Mr. Parker,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of Fuel Services, RFP# 2018-817 on the September 27, 2018 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the contract period; please feel free to contact my office.

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Longview, Texas



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W.O.I. Petroleum Mr. Aaron Nilsson P.O. Box 686 Daingerfield, TX 75638 woipetroleum@windstream.net 903-645-7960

Mr. Nilsson,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of Fuel Services to W.O.I. Petroleum, RFP# 2018-817 on the September 27, 2018 Agenda.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards.

Kelli Davis, CPPB

Gregg County Purchasing Agent

Longview, Texas

GREGG COUNTY COMMISSIONERS' COURT AGENDA REGULAR MEETING

Thursday, September 27, 2018 @ 10:00 a.m.

Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas

PRESENTATION OF EMPLOYEE SERVICE AWARDS

- 1. Approve payroll and transfer of funds.
- 2. Approve bills payable, special bills, and budget transfer requests.
- 3. Approve health plan claims payments.
- 4. PUBLIC COMMENTS
- 5. TEXAS ONCOLOGY FOUNDATION
 - a. Presentation of Proclamation.

6. AUDITOR

 Discussion and any necessary action to retain the current sheriff and constable fees as provided by Texas Local Government Code 118.131 and effective January 1, 2019.

7. COMMISSIONERS

- a. Precinct 3 request approval to install culvert at 4694 Lincoln Springs Road, Gladewater, Texas. County will provide labor, equipment, and recycled asphalt for fill in and property owner will furnish culvert. Project Planning Report is included.
- Precinct 3 request approval to assist the Gregg County Sheriff's
 Office with driveway repair at Marvin A. Smith Criminal Justice
 Facility. Precinct 3 will provide materials, labor, and equipment.
 Project Planning Report is included.

8. MAINTENANCE

a. Discussion and possible approval of request by Tryon Road Special Utility District to install 8" water main (encased in 14" steel pipe) within the right-of-way of Wood Lane, a county road located in Precinct 1.

9. PURCHASING

- a. Discuss, consider, and take any action necessary to change non-capital asset tagging threshold to \$500.00.
- Consider awarding contract(s) for fuel services for Gregg County
 – RFP 2018-817.

- c. Consider any action necessary to procure re-districting legal services for Gregg County including approval to grant professional services exemption pursuant to Texas Local Government Code 262.024(a)(4).
- Approval of Texas Association of Counties Risk Management Pool for the Public Officials Liability and Law Enforcement Liability for effective Coverage Period starting 10-1-18 and ending 10-1-19.
- e. Approval to renew insurance with Rooker, Downing and Booth Insurance Company for FY19 for the following: General Liability and Employee Benefits Liability, Property and Inland Marine Policy, Commercial Crime Policy, Airport Owners Liability Policy, Professional Liability Health Clinic, Cyber Liability Policy, and Commercial Auto Policy for coverage period starting 10-18 and ending 10-1-19.

10. SHERIFF

- Request acknowledgment of FY19 Budget for State Asset and Forfeiture Account in accordance with Chapter 59.06 of the Code of Criminal Procedure.
- Request approval of Texas VINE (Victim Information and Notification Everyday) Service Agreement Renewal between Gregg County and Appriss commencing on September 1, 2018 and ending on August 31, 2019.
- c. Request approval of proposed Base Pay Schedule for law enforcement positions. Starting base of each job grade is within the approved FY19 budget.

Public Hearing - District Clerk

- 1) Presentation of District Clerk's Annual Written Preservation and Archival Plan.
- Adjourn Public Hearing.

11. DISTRICT CLERK

 Discuss with possible action to accept District Clerk's Annual Written Preservation and Archival Plan.

Public Hearing - County Clerk

- Presentation of County Clerk's Annual Written Preservation and Archival Plan.
- Adjourn Public Hearing.

12. COUNTY CLERK

 Discuss with possible action to accept County Clerk's Annual Written Preservation and Archival Plan.

13. ADJOURN

CONTRACT RFP# 2018-817 Fuel Services

STATE OF TEXAS} COUNTY OF GREGG}

WHEREAS, The BID/RFP package RFP# 2018-817, including the Cover Sheet, Instructions, Specifications, Gregg County's Standard Terms and Conditions and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Gregg County Commissioners Court as the governing body of Gregg County did on September 27, 2018 award a primary contract to W.O. I. Petroleum, for Fuel Services, for Gregg County, Texas EXCLUDING the East Texas Regional Airport in quantities, services and at prices as set forth in the bid/RFP package; and

THEREFORE, know all men by these present, that this contract is entered into by Gregg County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with BID/RFP package RFP# 2018-817 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof, and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said BID/RFP package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims (1) conforming to the attached specifications, (2) the supplies/services being delivered in good condition, and (3) services contracted for the Commissioners Court being satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Gregg County, Texas.

Prior Agreements Superseded

This Contract, with the entire BID/RFP package incorporated herein, including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The term of this contract will be for one (1) year and will become effective upon the beginning date of contract execution and will expire one year from start date. The contract may be renewed for three (3) additional one year periods upon written agreement and mutual consent of both parties. Any renewals must be approved by the Gregg County Commissioners Court.

IN TESTIMONY WHEREOF: Witness our hands at Longview, Texas, effective as of the date awarded and stated above.

Date signed: 9-27-2018

VENDOR

GREGG COUNTY

By: Authorized Agent

Bill Stoudt, County Judge

Gregg County, Texas

This contract is not valid and does not become valid until such time (if any) it is officially awarded and executed by the Gregg County Commissioners Court.

CONTRACT RFP# 2018-817 Fuel Services

STATE OF TEXAS} COUNTY OF GREGG}

WHEREAS, The BID/RFP package RFP# 2018-817, including the Cover Sheet, Instructions, Specifications, Gregg County's Standard Terms and Conditions, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Gregg County Commissioners Court as the governing body of Gregg County did on <u>September 27, 2018</u> award a secondary contract to <u>Eagle Fuel and Oil</u>, for Fuel Services, for the East Texas Regional Airport, Gregg County, Texas in quantities, services and at prices as set forth in the bid package; and/or as required on as needed basis as the secondary vendor.

THEREFORE, know all men by these present, that this contract is entered into by Gregg County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with BID/RFP package RFP# 2018-817 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof, and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said BID/RFP package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims (1) conforming to the attached specifications, (2) the supplies/services being delivered in good condition, and (3) services contracted for the Commissioners Court being satisfactorily performed.

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By Bill Stoudt, County Judge Gregg County, Texas

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