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TO: purchasing@sheldonisd.com

BID # 26-009

FUEL AND LUBRICATION SERVICES

When downloading a bid/proposal, you are required to email this sheet to purchasing@sheldonisd.com. This allows us to add your firm to the vendor listing to receive addenda to this offering.

If you have any questions, please contact us at (281) 727-2054 or email at graciemartinez@sheldonisd.com.

Name: _____

Title: _____

Organization: _____

Address: _____

Address: _____

City, State, ZIP: _____

Work Phone: _____

Fax: _____

E-mail: _____

Other: _____



Sheldon Independent School District
11411 C. E. King Parkway
Houston, Texas 77044

Purchasing Department

NOTICE OF COMPETITIVE SEALED PROPOSALS

BID # 26-009 FUEL AND LUBRICATION SERVICES

Due Date & Time:

May 29, 2026 at 2:00 p.m.

Contact Information:

11411 C. E. King Parkway

Houston, TX 77044

Email:

graciemartinez@sheldonisd.com

Tel: 281-727-2054

Request Issued By:

Gracie Martinez,
Purchasing Agent

Contract Period:

Commencing on or about July 1, 2026
ending on June 30, 2027.

Date: May 7, 2026

Purpose of Bid/Proposal

Sheldon Independent School District desires to identify and select a vendor to provide Fuel and Lubrication Services as needed.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

RETURN THIS DOCUMENT IN SEALED BID/PROPOSAL PACKAGE

SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

GENERAL TERMS AND CONDITIONS

1. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document only and must reach the Sheldon Independent School District Purchasing Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from SISD, or who may have downloaded the document from the SISD website, shall be responsible for immediately notifying SISD of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify SISD and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposal solicitation.
3. **REJECTION/AWARD:** Sheldon ISD reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
4. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.
5. **RECYCLED PRODUCTS:** The District shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality.
6. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
7. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however vendor may be removed from approved vendor list.
8. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
9. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials from the date this solicitation is released until the award of a contract by the Board of Trustees.
10. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
11. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
12. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.
13. **GRATUITIES:** The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the SISD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
14. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
15. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
16. **MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
17. **INTERPRETATION OF EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

18. **APPLICABLE LAW:** This contract shall be governed by the policies of the Sheldon ISD Board of Trustees, laws of the State of Texas and 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 as effective and in force on the date of this contract. Sheldon ISD Board Policies can be accessed on the web at www.sheldonisd.org.
19. **ADVERTISING:** Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
20. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Houston, Harris County, Texas.
21. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.
22. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.
23. **WARRANTY-PRICE:** The price to be paid by the District shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to District for breach at Contractor's actual expense. The Contractor 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 bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District 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.
24. **WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.
25. **WARRANTY-SAFETY:** Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the Purchasing Office immediately for the name of a suitable substitute asbestos-free product.
26. **WARRANTY-INFRINGEMENT:** As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).
27. **RIGHT OF INSPECTION:** The District shall have the right to inspect the goods before accepting them.
28. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the SISD Board of Trustees or otherwise not made available to the District.
29. **RIGHT TO ADDITIONAL COMPETITION:** Sheldon ISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the District.
30. **TERMINATION:** The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the District, for convenience.

SHELDON INDEPENDENT SCHOOL DISTRICT
Fuel and Lubrication Services
BID # 26-009
SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS

1. **SCOPE OF PROJECT:** Sheldon Independent School District desires to identify a primary and secondary vendor to supply No. 2 ULS Diesel and Unleaded Gasoline and select vendor(s) to provide Lubrication Service on as needed for ten months with the option of two additional one-year renewals (July 1 – June 30).
2. **TYPE AND TERM OF CONTRACT:** This is a negotiable price/requirements contract under which the District shall meet its requirements for the services described in the proposal document from the successful vendor for the duration of the contract. The contract shall commence on or about July 1, 2026 for one year ending on June 30, 2027.
3. **INSURANCE REQUIREMENTS:** The awarded vendor must provide a certificate of insurance to the District certifying the following coverage levels and listing the District as a named insured prior to conducting any business.
 - a. Automobile Liability Insurance shall cover all owned, non-owned, hired vehicles in the amount of \$100,000/300,000 bodily injury, \$100,000 property damage or a combined limit of \$500,000.
 - b. General Liability Insurance shall provide the minimum coverage of \$1,000,000 per incident and \$2,000,000 aggregate.
 - c. Workers Compensation Insurance shall provide the minimum coverage of \$500,000 for all employees of awarded vendor.
4. **PERSONNEL:** The successful contractor must provide all personnel necessary to perform the contracted services. All personnel should be direct employees of the contractor unless sub-contracting has been approved in writing by the District. Contractor's personnel must be easily identified – either by uniform or identification badge. If contractor elects to use sub-contracted labor – a payment bond must be issued protecting the District from any liability due to non-payment. Additionally, the proposed contractor must submit documentation with the submitted proposal that the proposed sub-contractor has sufficient means and experience in the type of work proposed.
5. **STATEMENT OF WORK:** To provide Fuel and Lubrication Services to Sheldon ISD on an as needed basis.
6. **PROPOSAL EVALUATION:** In determining to whom to award a contract, the district shall consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the district's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the district to acquire the vendor's goods or services; and (8) any other relevant factor specifically listed in the request for bids or proposals. (Texas Education Code Chapter 44.031)

SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

- 7. PROPOSAL INQUIRIES: All inquiries concerning this Bid/Proposal must be received no later than May 20, 2026 at 2:00 p.m.** Inquiries pertaining to this bid should be identified by title, date and bid/proposal number and should be submitted to the Purchasing Department either by mail, fax or email. Inquiries by telephone will not be accepted.

- 8. PROPOSAL SUBMISSION: Submit the original and one (1) copy of each Proposal in a sealed, plainly marked envelope. To properly process the envelope containing your response, it shall be plainly marked:**

Fuel and Lubrication Services

BID # 26-009

May 29, 2026 at 2:00 p.m.

SHELDON INDEPENDENT SCHOOL DISTRICT
Fuel and Lubrication Services
BID # 26-009

Submission Checklist

Submit Proposal in the following order.

- ☐ **Notice of Competitive Sealed Proposal – Form A**
- ☐ **Felony Conviction Disclosure Statement – Form B**
- ☐ **Deviations/Compliance Signature Page – Form C**
- ☐ **Out of State Certification Page – Form D**
- ☐ **Vendor Reference Sheet – Form E**
- ☐ **Bid/Proposal Submittal – Form F**
- ☐ **Sample Spec Sheet (Disregard if non-specific items request or catalog bid)- Form G**
- ☐ **Form 1295 Certificate of Interested Parties - complete this Form at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
In Section 2 type in: Sheldon ISD
In Section 3 type in: 26-009**

**Failure to include any of these items with your sealed bid/proposal response
may subject your proposal to disqualification.**

SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), 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 has been convicted of a felony. A 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.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please Print)

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

Deviation/Compliance Signature Form

Company Name

Address

City

State

Phone Number

Fax Number

If the undersigned Proposer intends to deviate from the Terms and Conditions or Specifications listed in this Bid/Proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Sheldon ISD will consider any deviations in its Proposal award decisions, and Sheldon ISD reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures Sheldon ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

☐ No Deviations

☐ Yes Deviations

List any deviations your company is submitting below if applicable:

Signature of Authorized Representative

Date

Printed Name and Title

RETURN THIS DOCUMENT IN SEALED BID/PROPOSAL PACKAGE

SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

☐ I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

☐ I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information:)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

☐ Yes

☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

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SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

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Vendor Reference Sheet

References: List at least three school districts or other large organizations, which this firm has supplied with similar products. **A minimum of three verifiable references are required.**

Organization	Address	Phone	Contact Name

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SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

Bid/Proposal Submittal Form

- 1 Scope of Services The District seeks a contract with a Primary and Secondary vendor for the sale and delivery of motor fuels (No.2 ULS Diesel Fuel and Octane 87 Unleaded Gasoline) to the District's Transportation facility. _____ (Initials Required)
- Contractors shall furnish, either through use of their own resources or through qualified subcontractors, the necessary personnel, services, facilities, and equipment to provide and deliver motor fuels requested by the District.

The District has a total of two (2) fuel tanks ABOVE GROUND, as follows:

- a. One (1) diesel fuel tanks with 20,000 gallon capacity each
- b. One (1) unleaded gasoline tank with 10,000 gallon capacity

***All tanks are located at the District's Transportation facility located at 13011 Garrett Road, Houston, TX 77044.**

- 2 Fuel Specifications Requirement The fuels to be provided under this contract shall meet or exceed the standard specifications for fuels approved for use in the greater Houston area. _____ (Initials Required)
- Please indicate whether your proposed fuels will meet this requirement.
- Valid Responses: [Please Circle], Yes; Our fuels meet greater Houston standards., No; our fuels don't meet greater Houston standards
- 3 Fuel Consumption Projections The projected ANNUAL consumption of fuels under this contract is as follows: _____ (Initials Required)
- ULS DIESEL FUEL: About seventeen (17) loads or 125,000 gallons.
- OCTANE 87 UNLEADED GASOLINE: About three (3) loads or 20,000 gallons.
- Each order is generally between 7,000 and 9,000 gallons per load (Avg. of 7,500 per load).
- For pricing comparisons during the evaluation of bids, the District requests pricing for orders Over 6,000 gallons and orders Under 6,000 gallons (should the need ever arise for a smaller than normal delivery).
- These annual projections are estimates based on our fuel consumption. The District does not guarantee any specific volumes and will only order as much fuel as deemed necessary by the Transportation department.

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SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

4 Primary & Secondary Vendor
(Terms of Engagement)

Fuel delivery is a critical service to the District due to the following reasons:

_____ (Initials Required)

(a) An interruption of fuel delivery to the District in a timely, safe, and consistent manner would have a highly adverse effect on the ability of the District to support the transportation needs of its students and staff members.

(b) The District is enrolled in the State's emergency response program; thus the District monitors its fuel levels closely in order to be able to support the needs of the city of Houston (e.g. Police, emergency vehicles, etc.) in the event of a declared emergency (e.g. Hurricane, etc.).

For these reasons, the District seeks to award a contract to both a Primary and a Secondary vendor, as follows:

PRIMARY VENDOR: The District may either designate a single vendor as Primary vendor for the delivery of all fuels (diesel and unleaded gasoline) or may designate a Primary vendor for diesel and a Primary vendor for unleaded gasoline, whichever arrangement is to the best interest of the District.

A vendor designated as a Primary vendor will be the default vendor for the fuel type specified upon contract award.

In the event that the Primary vendor, upon the District reporting via written communication to the vendor any service issues and the Primary vendor not resolving such issues in a reasonable time and to the satisfaction of the District, can no longer fulfill the needs of the District, the District may terminate the contract with the Primary vendor. In such event, the District will then engage with the Secondary vendor to continue receiving services for the remainder of the contract term.

SECONDARY VENDOR: The District may only engage with a Secondary vendor either (a) in the event of an emergency situation*, as described below, or (b) in the event that the District terminates its contract with the Primary vendor, as described in the above paragraph. Under either event, the Secondary vendor agrees to honor the pricing and services it offered to the District in its original response to this bid; this will only apply as long as the Secondary vendor is engaged by the District within the first year of this contract. In the event that the Secondary vendor cannot fulfill the needs of the District, the District will either re-bid this contract or will engage with a vendor contracted through a Purchasing Cooperative.

* **EMERGENCY SITUATIONS:** The District is authorized to source fuel through a contracted Secondary vendor under any one of the following emergency situations:

(a) The Primary vendor(s)' distribution channels are interrupted under conditions out of its control and cannot supply fuel to the District in a timely manner.

(b) An emergency is declared under the Emergency Response program and the District needs to re-fill its fuel tanks in the most expedient time possible.

(c) Any other significant event, as identified by the District, in which a Primary vendor cannot deliver fuel to the District in a timely, safe, and consistent manner without adversely affecting the District's ability to support its fleet of motorized vehicles.

PLEASE INDICATE WHETHER YOU AGREE TO THESE TERMS & CONDITIONS.

Valid Responses: [Please Circle], Yes; I understand and agree to these terms & conditions, No; I DON'T agree with these terms & conditions

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Fuel and Lubrication Services

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- 5 Vendor Requirements (DELIVERY) The supplier will deliver fuel to the District's Transportation facility located at 13011 Garrett Road, Houston, TX 77044. For security reasons, deliveries to sites other than the District's Transportation facility are not allowed. _____ (Initials Required)

District has pump available to transfer product but delivery trucks should be equipped appropriately to pump fuel into ABOVE GROUND tanks.

Deliveries of motor fuel ordered shall be within 24 hours or one working day following the placing of the order. Deliveries shall be completed between 5:00 a.m. – 5:00p.m. (CST) Monday – Friday (up to 10:00 p.m. in an emergency).

Prior to refueling any of the District's tanks, the carrier must obtain and fill out the District's Fuel Delivery Form, which contains a checklist of actions to be completed by the carrier. For your convenience, a sample copy of this form is provided for your review under the Bid Attachments section.

Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck markings to assure accurate measure. If the contractor is unable to comply with this requirement, the District has the right to terminate this agreement with the Primary vendor and seek the services of the Secondary vendor.

Please confirm whether you agree with and can meet these requirements. **Valid Responses:** [Please Circle], Yes; I agree and will meet these requirements. No: I cannot meet these requirements.

- 6 Vendor Requirements (USE OF SUBCONTRACTORS) - Contractors are responsible for ensuring that subcontracted parties meet or exceed the requirements, terms and conditions of this contract. _____ (Initials Required)

- Fuel carriers that sub-contract with the contractor for delivery services must provide the District with proof of insurance that meets or exceeds the District's minimum insurance coverage requirements. All subcontractors will confirm meeting this requirement before they enter the District site.

- The District has the right to accept or reject subcontractors who do not operate in a manner that satisfies the needs of the

- The District uses the online Excluded Parties List System (EPLS) to identify firms that have been suspended, debarred, proposed for debarment, excluded, or disqualified from receiving Federal contracts. The use of any subcontractor that is listed in the Excluded Parties List System is prohibited and will be considered a breach of contract and may be grounds for termination of the contract.

Please indicate whether you will subcontract any of the services requested under this contract. If so, name those subcontractors and describe the services they would provide under this contract. Provide subcontractor's company legal name and "do business as" (dba) name.

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SHELDON INDEPENDENT SCHOOL DISTRICT
Fuel and Lubrication Services
BID # 26-009

- 7 Vendor Requirements (PRICING METHODOLOGY) Motor fuel pricing shall be based on OPIS Rack pricing methodology. _____ (Initials Required)
Bidders are required to bid a Price Differential above or below the PADD 3 "LOW" daily rate for Houston, TX, as published by the Oil Price Information Service (OPIS). OTHER PRICING METHODOLOGIES WILL NOT BE CONSIDERED.
- The Pricing Differential submitted by vendors must include ANY AND ALL fuel surcharges, including delivery costs, spill and LUST fees.
- Adding the bidder's Price Differential (+ or -) to the OPIS Rack PADD 3 "LOW" daily rate will establish the actual price per gallon for any fuel deliveries performed on the day of such report.
- NOTE: Sheldon ISD stipulates that it is an exempt organization as defined by the Limited Sales Excise and Use Tax Act and as such is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. Vendor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies.
-
- Please confirm your proposed pricing is based on this pricing methodology. Please note that other pricing methods WILL NOT be considered. **Valid Responses:** [Please Circle], Yes; Pricing is based on OPIS Rack PADD 3 Low rate, No; Pricing submitted is based on different method.
- 8 Fuel Orders & Authorized Delivery Sites Orders will be placed by an authorized employee of the Transportation or Purchasing Departments for delivery to the District's Transportation facility. Orders may be issued to vendor via phone, fax, e-mail, or vendor's web-based ordering system (if applicable). _____ (Initials Required)
- Orders for delivery to locations other than the District's Transportation facility must be rejected by the contractor. Any delivery site changes must be approved in writing by the Supply Chain Services department before any deliveries are made to other sites.
-
- Please acknowledge this information.
- 9 Vendor Requirements (DOCUMENTATION) a.) OPIS RACK PADD 3 LOW DAILY PRICING REPORT: Upon receipt of a fuel request from the District, the contractor shall submit via e-mail a copy of the OPIS Rack PADD 3 report displaying the "Low" daily price that will correspond to any fuel orders placed on the day of the order. The District will then calculate the price per gallon by incorporating the Price Differential quoted by the fuel vendor. _____ (Initials Required)
- This report will be e-mailed to both the Transportation and Supply Chain Services departments. E-mail addresses will be provided upon execution of the contract.
- b.) LOADING TICKET: The District will require a copy of the loading ticket from the loading rack that reflects the loading temperature and number of gallons loaded. The District will be invoiced for net temperature-adjusted gallons only. Fuel will be measured at net gallons, 60 degrees F and billing will be made from the net gallon figure. A copy of the loading ticket should be included with the delivery ticket.
-
- Valid Responses:** [Please Circle], Yes; I agree with these requirements., No; I do not agree/cannot meet these requirements

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SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

BID # 26-009

- 10 Vendor Requirements (QUALITY ASSURANCE) Sheldon Independent School District shall have the right, upon each delivery of diesel or gasoline, or at any other time to determine compliance with greater Houston standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials (ASTM). _____ (Initials Required)
- If the contractor questions or disputes the result of tests made by the District, the District shall have the right to appoint a chemist to make such tests as it may deem necessary. The expense of such tests shall be paid by the Contractor if it is determined that any fuels failed to satisfy the quality standards set forth herein.
- Fuels must meet all State and Federal requirements at time of delivery.
-
- Please confirm acceptance of these terms.
- Valid Responses:** [Please Circle], Yes; I understand and accept these terms. No; I don't accept these terms.
- 11 Vendor Requirements (WARRANTY) The contractor agrees to replace any fuels not meeting quality standards approved for the greater Houston area. _____ (Initials Required)
- The contractor further agrees to repair and make whole all engine damage to District vehicles resulting from the placement of fuels that do not meet the quality standards for the greater Houston area.
-
- Please confirm acceptance of these terms.
- Valid Responses: [Please Circle], Yes; I agree with these terms. No; I do not agree with these terms.
- 12 Inter-Local / Purchasing Cooperative Agreement The bidder/proposer agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, State of Texas educational institutions) authorized by State law to participate under cooperative procurement contracts or Interlocal Agreements with the following understandings: _____ (Initials Optional)
- Unless specifically stated otherwise, any volume of products or services stated in this solicitation, if any, reflects only products or services to be purchased by Sheldon ISD and does not include potential purchases by other entities;
 - The awarded bidder shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
 - Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity;
 - Sheldon ISD shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
 - It is the entity's decision whether or not to enter into an agreement with the awarded bidder/proposer.
 - Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

I have read and understand the general terms and conditions used by the District in the purchasing process. Furthermore, I agree to abide by these terms and conditions.

_____ (Initials Required)

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Fuel and Lubrication Services

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Having read all terms & conditions of this proposal, I submit the following pricing on behalf of my company. I further understand that all proposed pricing includes all labor, material, insurance, and any other expenses involved in the rendering of services and that no changes beyond the stated proposed pricing may be billed to the District.

This bid is for catalogs, price lists, and the approved vendor status with our district for the 2026-2027 school year. We ask that you provide your company's product catalog or price lists for the following categories that apply to the services & products you provide.

Other locations may be added during the contract period. Pricing increases will be calculated based on comparable facilities and must be approved by the Purchasing Agent prior to services being rendered.

Lubricants/Oils – product catalog/list with price

Fuel Tank/Dispenser – Parts & Service -

- *Gasboy Pumps
- *20K Diesel AST
- *10K Unleaded AST
- *2K Propane Tank
- *Fuel Master Fuel Island Terminal

Waste Oil Collection/Filter Collection (for purchase) –

- *Pickup Service
- *Filters
- *Provide Drums

Propane – product catalog/list with price: SPECS: 2,000 gallon equivalent tank; anticipated weekly throughput of approximately 600 to 750 gallons; Tank location:

Sheldon ISD Transportation and Maintenance Center
13011 Garrett Rd.
Houston, Texas 77044

Required fuel quality statement:

The fuel received/delivered must comply with the specification of HD5 PROPANE and must be free of particle contaminants that could be picked up during the transportation process; this would include excessive iron oxides. The fuel shall be free of other known contaminants including but not limited to water, hydrogen sulfides, sulfur dioxides, ammonia and any elements outside the specification that causes failure of customer components. The fuel provider will provide random fuel analysis no less than 4 times per year from the source of the fuel supply, terminal/refinery. At the customer's request the fuel provider will take a fuel sample within 48 hours of the customer notifying the fuel provider that they suspect fuel quality issues or contamination based on evidence that may include impairment of site glasses in the piping system, uncommon particulates causing failed fuel injectors or any other vehicle component failures believed to have been caused by fuel quality inconsistency. The fuel provider is responsible to deliver contaminate free odorized fuel within the specification and should a failure of this be experienced and require expenditures to resolve, the fuel provider will reimburse the customer complete for repairs and cleaning of the customers properties.

Authorized Signature

Printed Name

Company Name

Date

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SHELDON INDEPENDENT SCHOOL DISTRICT

Fuel and Lubrication Services

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Sample Spec Sheet (Optional)

***Vendors that are participating in bids on specific items or have not submitted a catalog are to submit this form.*

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