

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**IBF-RFP-RFQ-RFI**

**BID OPENING DATE: January 9, 2008                      BID OPENING TIME: 9:30 A.M.  
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- GASOLINE & DIESEL FUEL  
(ALL GRADES)"  
BID NO.: 07-122-01-09-rol**

<b>NAME OF VENDOR: COMPANY/FIRM</b>	<b>BID REQUEST *VIA</b>	<b>SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT</b>	<b>DATE</b>	<b>PHONE NO</b>	<b>ADDRESS &amp;</b>
1. Goldstar Petroleum Attn: Paul C. Rodriguez	email	1000 E. Expressway 83 (Rear) San Juan, Texas 78589		702-7827	PO Box 363 Pharr, Texas 78577
2. Arguindegui Oil Company Attn: Rene Torres	Email and mail	Danny Perez <a href="mailto:dannyp@aocpetroleum.com">dannyp@aocpetroleum.com</a>		380-3040	PO Box 1367 Laredo, Texas 78042
3. Valero Corporation	Email and mail	One Valero Way San Antonio Texas 75249		(210)345- 2000	
4. Susser Petroleum	Email	<a href="mailto:ttesch@susser.com">ttesch@susser.com</a>		832 234- 3600	
5. Comdata Corporation	Email	Tom Gustin <a href="mailto:tgustin@comdata.com">tgustin@comdata.com</a>			
8.					
9.					
10.					

**\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)**

**GASOLINE & DIESEL FUEL  
 BID COMPARISON BY PARTICIPATING VENDORS**

**OPTION I: DELIVERY OF FUEL TO HIDALGO COUNTY SITES (BULK FUEL)**

	<b>GOLD STAR PETROLEUM INC.</b>	<b>ARGUINDEGUI OIL CO.</b>
<b>UNLEADED REGULAR GASOLINE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	\$2.5230	\$2.4381
State Tax	0.2000	0.2000
Margin of Profit	TRANSPORT DEL. 0.0823	TRANSPORT DEL. 0.0708
	BOBTAIL DEL. 0.1748	BOBTAIL DEL. 0.1234
Total Price Per Gallon	TRANSPORT DEL. \$2.8053	TRANSPORT DEL. \$2.7089
	BOBTAIL DEL. \$2.8978	BOBTAIL DEL. \$2.7615

	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
<b>UNLEADED MID GRADE GASOLINE</b>		
Opis Price	\$2.5955	\$2.5095
State Tax	0.2000	0.2000
Margin of Profit	TRANSPORT DEL. 0.0823	TRANSPORT DEL. 0.0708
	BOBTAIL DEL. 0.1748	BOBTAIL DEL. 0.1234
Total Price Per Gallon	TRANSPORT DEL. \$2.8778	TRANSPORT DEL. \$2.7803
	BOBTAIL DEL. \$2.9703	BOBTAIL DEL. \$2.8329

	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
<b>UNLEADED PREMIUM GASOLINE</b>		
Opis Price	\$2.7153	\$2.6355
State Tax	0.2000	0.2000
Margin of Profit	TRANSPORT DEL. 0.0823	TRANSPORT DEL. 0.0708
	BOBTAIL DEL. 0.1748	BOBTAIL DEL. 0.1234
Total Price Per Gallon	TRANSPORT DEL. \$2.9976	TRANSPORT DEL. \$2.9063
	BOBTAIL DEL. \$3.0901	BOBTAIL DEL. \$2.9589

**DIESEL FUEL:**

<b>LOW SULFER DIESEL</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	\$2.7535	\$2.6331
State Tax	0.2000	0.2000
Margin of Profit	TRANSPORT DEL. 0.0880	TRANSPORT DEL. 0.0708
	BOBTAIL DEL. 0.1843	BOBTAIL DEL. 0.1234
Total Price Per Gallon	TRANSPORT DEL. \$3.0415	TRANSPORT DEL. \$2.9039
	BOBTAIL DEL. \$3.1378	BOBTAIL DEL. \$2.9565

<b>#2 ULTRA LOW SULFER DIESEL</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	\$2.7845	\$2.6667
State Tax	0.2000	0.2000
Margin of Profit	TRANSPORT DEL. 0.1026	TRANSPORT DEL. 0.0708
	BOBTAIL DEL. 0.1929	BOBTAIL DEL. 0.1234
Total Price Per Gallon	TRANSPORT DEL. \$3.0871	TRANSPORT DEL. \$2.9375
	BOBTAIL DEL. \$3.1774	BOBTAIL DEL. \$2.9901

<b>#2 ULTRA LOW SULFER DIESEL (WITH ENDHANCED ADDITIVE)</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	\$2.7845	\$2.6667
State Tax	0.2000	0.2000
Margin of Profit	TRANSPORT DEL. 0.1326	TRANSPORT DEL. 0.0933
	BOBTAIL DEL. 0.2229	BOBTAIL DEL. 0.1459
Total Price Per Gallon	TRANSPORT DEL. \$3.1171	TRANSPORT DEL. \$2.9600
	BOBTAIL DEL. \$3.2074	BOBTAIL DEL. \$3.0126

<b>#2 ULTRA SULFER DYED DIESEL</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	\$2.7960	\$2.7460
State Tax		
Margin of Profit	TRANSPORT DEL. 0.1026	TRANSPORT DEL. 0.0708
	BOBTAIL DEL. 0.1929	BOBTAIL DEL. 0.1234
Total Price Per Gallon	TRANSPORT DEL. \$2.8986	TRANSPORT DEL. \$2.8168
	BOBTAIL DEL. \$2.9889	BOBTAIL DEL. \$2.8694

**GASOLINE & DIESEL FUEL  
 BID COMPARISON BY PARTICIPATING VENDORS**

**OPTION II: VENDOR FUEL SITES**

	<b>GOLD STAR PETROLEUM INC.</b>	<b>ARGUINDEGUI OIL CO.</b>
<b>UNLEADED REGULAR GASOLINE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	NO BID	\$2.4381
State Tax	NO BID	0.2000
Margin of Profit	NO BID	0.0979
Total Price Per Gallon	NO BID	\$2.7360

<b>UNLEADED MID GRADE GASOLINE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	NO BID	\$2.5095
State Tax	NO BID	0.2000
Margin of Profit	NO BID	0.0979
Total Price Per Gallon	NO BID	\$2.8074

<b>UNLEADED PREMIUM GASOLINE</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	NO BID	\$2.6355
State Tax	NO BID	0.2000
Margin of Profit	NO BID	0.0979
Total Price Per Gallon	NO BID	\$2.9334

**DIESEL FUEL:**

<b>#2 ULTRA LOW SULFUR DIESEL FUEL</b>	<b>UNIT PRICE</b>	<b>UNIT PRICE</b>
Opis Price	NO BID	\$2.6667
State Tax	NO BID	0.2000
Margin of Profit	NO BID	0.0979
Total Price Per Gallon	NO BID	\$2.9646

#2 ULTRA SULFUR DYED DIESEL FUEL	UNIT PRICE	UNIT PRICE
Opis Price	NO BID	\$2.7460
State Tax	NO BID	
Margin of Profit	NO BID	0.0979
Total Price Per Gallon	NO BID	\$2.8439



PURCHASING DEPARTMENT

County Of Hidalgo

**RECEIVED**

JAN 04 2008

**PURCHASING DEPT**

January 4, 2008

RE: **ADDENDUM NO.1**  
**FOR BID No.: 07-122-01-09-rol**  
**"HIDALGO COUNTY -**  
**GASOLINE & DIESEL FUEL**  
**(ALL GRADES)"**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY -** request for bids for "**GASOLINE & DIESEL FUEL (ALL GRADES)**".

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt** of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for "**HIDALGO COUNTY - GASOLINE & DIESEL FUEL (ALL GRADES)**".

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 1  
ACKNOWLEDGMENT OF RECEIPT

MLS/rf  
Enclosures

# ADDENDUM NO. 1

"HIDALGO COUNTY  
GASOLINE & DIESEL FUEL (ALL GRADES)" BID NO.: 07-122-01-09-rol  
Bid Opening Date: January 9, 2008

## PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 Exhibit "B" Bid Page

I, *Alfonso Arguindesi*, acknowledge receipt of ADDENDUM NO. 1 dated, January 4, 2008, for RFB-"HIDALGO COUNTY - GASOLINE & DIESEL FUEL (ALL GRADES)", date modifications.

*Arguindesi Oil Co. II*

Printed Bidder Name

*1/07/08*

Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"GASOLINE & DIESEL FUEL (ALL GRADES)"**  
**BID NO. 2007-122-01-09-rol**

**BID PAGE**

**OPTION I- DELIVERY OF FUEL TO HIDALGO COUNTY SITES (BULK).**

**GASOLINE:**

		UNIT PRICE
Unleaded Regular Gasoline	OPIS PRICE	\$2.4381
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0708
	Bobtail Delivery	.1234
<b>TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY</b>		<b>\$2.7089</b>
<b>TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY</b>		<b>\$2.7615</b>

		UNIT PRICE
Unleaded Mid Grade Gasoline	OPIS PRICE	\$2.5095
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0708
	Bobtail Delivery	.1234
<b>TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY</b>		<b>\$2.7803</b>
<b>TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY</b>		<b>\$2.8329</b>

		UNIT PRICE
Unleaded Premium Gasoline	OPIS PRICE	\$2.6355
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery
		Bobtail Delivery
		.0708
		.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY		\$2.9063
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY		\$2.9589

**DIESEL:**

		UNIT PRICE
LOW SULFUR DIESEL	OPIS PRICE	\$2.6331
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery
		Bobtail Delivery
		.0708
		.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY		\$2.9039
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY		\$2.9565

		UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE	\$2.6667
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery
		Bobtail Delivery
		.0708
		.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY		\$2.9375
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY		\$2.9901

		UNIT PRICE
#2 Ultra low sulfur Diesel with Enhanced Additive	OPIS PRICE	\$2.6667
*Power Service brand*	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery
		Bobtail Delivery
		.0933
		.1459
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY		\$2.9600
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY		\$3.0126

		UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE	\$2.7460
	STATE TAX	—
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery
		Bobtail Delivery
		.0708
		.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY		\$2.8168
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY		\$2.8694

Note: These are the most common fuels used by Hidalgo County.

MARGIN OF PROFIT :( PRICE IN DOLLARS AND CENTS)

**HIDALGO COUNTY**  
**"GASOLINE & DIESEL FUEL (ALL GRADES)"**  
**BID NO. 2007-122-01-09-rol**

**BID PAGE**

**OPTION II- VEDOR FUELING STATIONS.**

**GASOLINE:**

		UNIT PRICE
<b>Unleaded Regular Gasoline</b>	OPIS PRICE	\$2.4381
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
<b>TOTAL PRICE PER GALLON</b>		<b>\$2.7360</b>

		UNIT PRICE
<b>Unleaded Mid Grade Gasoline</b>	OPIS PRICE	\$2.5095
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
<b>TOTAL PRICE PER GALLON</b>		<b>\$2.8074</b>

		UNIT PRICE
<b>Unleaded Premium Gasoline</b>	OPIS PRICE	\$2.6355
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
<b>TOTAL PRICE PER GALLON</b>		<b>\$2.9334</b>

**DIESEL:**

		UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE	\$2.6667
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
<b>TOTAL PRICE PER GALLON</b>		<b>\$2.9646</b>

		UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE	\$2.7460
<i>*Not Available @ Retail Stores*</i>	STATE TAX	..
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
<b>TOTAL PRICE PER GALLON</b>		<b>\$2.8439</b>

1. Please specify if you will provide Hidalgo County with 24 hour service (yes or no) Yes.
2. Please provide locations for fueling on a separate page (Store names, city and addresses) in Hidalgo County.

Note: These are the most common fuels used by Hidalgo County.

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT  
C-08-122-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between \_\_\_\_\_, the **COUNTY OF HIDALGO, TEXAS** ("County"), and, Texas ("Company").

WHEREAS, Company responded to advertised notices for bid for **UNLEADED GASOLINE & DIESEL FUEL (ALL GRADES)**(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid has been attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the following covenants hereinafter set forth, it is agreed as follows:

1. Company hereby agrees that this Contract is entered into in order to provide the Services to County for Project as listed on specification . This Contract does not extend to any third parties or confer benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his

designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning March 1, 2009 and ending on March 1, 2009 and may be extended at the sole discretion of County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions hereof which ever occurs first. County also reserves the right to continue this bid for an additional six (6) month Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall be required to maintain through the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall possess the required licenses, qualifications, skill and experience to perform such duties and shall comply with all laws, rules and regulations prescribed by any authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel, and other equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or omission by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notices or permits to be given hereunder shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, as set forth below:

If to County: **County of Hidalgo**  
**Attn: County Judge**  
**100 E. Cano**  
**Edinburg, Texas 78539**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

COUNTY OF HIDALGO

By: \_\_\_\_\_  
\_\_\_\_\_ III, County Judge

ATTEST:  
Arturo Guajardo J., Clerk

COMPANY:  
By:  
Printed Name:  
Title:

\_\_\_\_\_ on Commissioners' Court

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

**draft**