

BY ORDER OF the Commissioners' Court of Jackson County, Texas, sealed bids will be received for:

**DELIVERED FUEL
ANNUAL SUPPLY CONTRACT**

SUBMISSION OF BIDS: Sealed bid shall be submitted to: Michelle Darilek, County Auditor, 115 W. Main, Room 209B, Edna, Texas 77957. **Deadline for bid submission is:**

February 14, 2011 at 2:00PM

Sealed envelope containing bid should be marked:

BID FOR DELIVERED FUEL

This INVITATION FOR BID and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for Jackson County.

All bids MUST be received in the Jackson County Auditor's Office BEFORE the opening date and time. Jackson County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be opened and shall be considered void and unacceptable. Opening is scheduled to be held in the County Auditor's office, Room 209B, Courthouse, Edna, Texas.

Jackson County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID."

If bids are awarded, awards may be made within 60 days after bid opening date. To obtain results, or if you have any questions, please contact the Jackson County Auditor's Office, 115 W. Main, Edna, Texas 77957 at (361) 782-2072. Bid results will be posted on the Jackson County website at www.co.jackson.tx.us after the bids are awarded by Commissioners' Court.

IT IS UNDERSTOOD that the Commissioners' Court of Jackson County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Jackson County.

BIDS MUST BE submitted on the enclosed Bid Documents. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having authority to bind the firm in a contract, and marked clearly on the outside as outlined in the specifications.

Jackson County will evaluate and award bid based on *lowest and best bid meeting specifications*. Jackson County reserves the right to accept and/or reject any/all of the options bid as it deems to be in the best interest of the County.

JACKSON COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of Jackson County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of Jackson County taxes at the time of invoicing, Contractor assigns any payments to be made under this contract to the Jackson County Tax Assessor-Collector for the payment of delinquent taxes.

PREFERENTIAL REQUIREMENT

The County of Jackson, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchase of supplies, material, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

1. Is your principal place of business in the State of Texas? Yes No

2. If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:

a) In which state is your principal place of business located?

b) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?

Yes No

c) If "yes", what is the dollar increment or percentage? _____

COUNTY OF JACKSON, TEXAS

INSURANCE REQUIREMENTS

The vendor shall provide the County with delivery of any materials Certificate's of Insurance covering the below listed insurance coverages:

A. Workers' Compensation Insurance

Contractors Insurance – The Contractor, *before starting work on the Project*, must furnish to the Owner, Certificates of Insurance or other evidence from a reputable insurance company or companies (such companies to be acceptable to the Owner) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

1. **WORKERS' COMPENSATION INSURANCE:** The Contractor shall maintain, during the life of this contract, Workers' Compensation Insurance on employees to be engaged in work on the project under this contract, and for all sub-contractors. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's general liability insurance for the protection of such of his employees not so protected.

- a. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by Jackson County.

Persons providing services on the project ("subcontractor" in Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, with limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

Service does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and deliveries of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.0144(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the County of Jackson prior to being awarded the contract.

COUNTY OF JACKSON, TEXAS

INSURANCE REQUIREMENTS

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the County of Jackson showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the County of Jackson:
 - 1) A certificate of coverage, prior to that person beginning work on the project, so the County of Jackson will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) No later than seven (7) days after receipt of the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the County of Jackson in writing by certified mail or personal delivery within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverages.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 402.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - 3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a) A certificate of coverage, prior to the other person beginning work on the project; and
 - b) A new certificate of coverage showing extension of coverage prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

COUNTY OF JACKSON, TEXAS

INSURANCE REQUIREMENTS

- 5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6) Notify Jackson County in writing by certified mail or personal delivery within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7) Perform as required by paragraphs (1) – (7), with the certificates of coverage to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County of Jackson that all employees of the Contractor who will provide services on the project will be covered by worker’s compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor’s failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the County of Jackson to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County of Jackson.

B. Comprehensive General Liability Insurance

Amounts – Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

Or

Commercial General Liability Insurance

Amount	\$600,000 combined single limit
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C. Comprehensive Automobile Liability Insurance or Texas Business Auto Policy

Amounts – Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Amounts – Property Damage	\$100,000 each occurrence

This insurance shall be kept in force until the termination of the contract. If for any reason insurance coverage is not kept in force, all deliveries will be stopped until an acceptable Certificate Insurance is provided to the County of Jackson. The County shall be covered as an additional insured. The vendor shall be responsible for any deductions stated in the policy.

COUNTY OF JACKSON, TEXAS
BID SPECIFICATIONS FOR DELIVERED FUEL

BID INFORMATION

The quantities listed are merely estimates of annual usage-not actual order amounts. During the period of the purchase contract, the County will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed. These supplies will only be ordered as needed. The purchase contract will be awarded on the date as approved by Jackson County Commissioners' Court. The County reserves the right to reject any or all bids and to accept the one deemed most advantageous to the County.

All bidders shall provide the Brand Name for each type of fuel in the space provided.

All bidders are required to bid a **MARK-UP** per gallon for each fuel type and location. **The Mark-Up shall include any and all delivery charges and fees that will be billed in addition to the Rack Price and Taxes that are listed. MARK-UP MAY VARY BY LOCATION BUT WILL REMAIN CONSTANT THROUGHOUT THE TERM OF THE CONTRACT.**

The County is aware that the Rack Price may vary throughout the term of the contract. Bidders shall note on the bid sheet the method or source that will be used throughout the term of the contract to determine the Rack Price and shall provide a sample copy of any documentation available with their bid. In addition, the vendor shall supply documentation of corresponding rack price with each invoice.

All fuel tanks currently being used by the Jackson County Precincts are owned by Jackson County. The awarded vendor shall supply the Jackson County Transfer Station & Recycling Center a skid, fuel tank and pump.

Commissioners have the right to reject, at any time, any material that is undesirable. Jackson County legally accepts delivery of fuel after it is unloaded and approved by Commissioners.

Loaded weight of truck, trailer and material cannot exceed legal state and county weight limits on road and bridges that approach designated job sites. Bidder shall check with Precinct Commissioner for such limits.

Location		Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
Precinct #1	Edna	5,000	Diesel, Low Sulfur, On-Road	8,000
		4,000	Diesel, High Sulfur, Off-Road	10,000
Precinct #2	Ganado	2,000	Diesel, High Sulfur, Off-Road	10,000
		500	Diesel, Low Sulfur, On-Road	5,500
		1,000	*Gasoline, Unleaded, 87 Octane	4,500
			*Gasoline, Unleaded, 89 Octane	

COUNTY OF JACKSON, TEXAS

BID SPECIFICATIONS FOR DELIVERED FUEL

Location		Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
Precinct #3	Edna	3,000	Diesel, High Sulfur, Off-Road	8,500
		3,000	Diesel, Low Sulfur, On-Road	7,000
		3,000	Gasoline, Unleaded, 87 Octane	6,000
Precinct #4	LaWard	10,000	Diesel, High Sulfur, Off-Road	17,000
		5,000	Diesel, Low Sulfur, On-Road	9,000
		3,177	**Gasoline, Unleaded, 87 Octane	8,000
			**Gasoline, Unleaded, 89 Octane	
Transfer Station	Ganado	2,200	Diesel, Low Sulfur, On-Road	6,000

* Precinct #2: Total Estimated Gasoline for both 87 & 89 Octane is 4,500 Gallons Combined. Commissioner will decide at time of order desired Octane rating.

** Precinct #4: Total Estimated Gasoline for both 87 & 89 Octane is 8,000 Gallons Combined. Commissioner will decide at time of order desired Octane rating.

DELIVERY TIME

All materials ordered will be delivered to the delivery site designated and within 24 hours from time of order. In the event a contracted vendor is unable to deliver the materials ordered within 24 hours from time of order the County reserves the right to re-order the said material from any other vendor.

INVOICE INFORMATION

Each invoice must include a copy of the source document used to calculate the base price of the fuel purchased, with such base price marked. The successful bidder shall use the same source document throughout the term of the contract (ex: weekly OPIS Price Index; rack pricing from the same company, etc.).

COUNTY OF JACKSON, TEXAS
BID SPECIFICATIONS FOR DELIVERED FUEL

BIDDER INFORMATION

Firm/Bidder	_____
Address	_____
City, State, Zip	_____
E-Mail Address	_____
Contact Person	_____
Authorized Signature	_____
Title	_____
Date	_____

**BIDDER MUST SIGN BID AFFIDAVIT AS PART OF THIS BID.
RETURN SPECIFICATIONS AND BID SHEETS OF BID PACKAGE WITH ALL
DOCUMENTATION REQUIRED.**

STATE OF TEXAS { }

AFFIDAVIT

COUNTY OF JACKSON { }

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary, or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for
_____ County, Texas

Name of Bidder _____
Signed by _____
Title _____
Address _____
Phone Number _____ Date _____
E-Mail Address _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Jackson does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

COUNTY OF JACKSON, TEXAS

INVITATION TO BID AND BID QUOTATION FORM

THIS IS A QUOTATION FORM ONLY AND DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY JACKSON COUNTY.

VENDOR'S NAME AND ADDRESS

DATE:

BID PROPOSAL FOR:

DELIVERED FUEL - ANNUAL SUPPLY
CONTRACT

DATE OF BID OPENING

February 14, 2011 at 2:00 PM

All transportation costs must be included in bid.

Estimated amounts are not guaranteed for the year. Amounts will vary by need.

Fuel Type	Applicable Tax per Gallon State-Not Federal	Mark-Up per Gallon
Gasoline, Unleaded, 87 Octane		
Brand Name: _____		
Precinct #2		\$
Precinct #3		\$
Precinct #4	\$	\$
Gasoline, Unleaded, 89 Octane		
Brand Name: _____		
Precinct #2		\$
Precinct #4	\$	\$
Diesel, High Sulfur (Off Road)		
Brand Name: _____		
Precinct #1		\$
Precinct #2		\$
Precinct #3		\$
Precinct #4	\$	\$
Diesel, Low Sulfur (On Road)		
Brand Name: _____		
Precinct #1		\$
Precinct #2		\$
Precinct #3		\$
Precinct #4		\$
Transfer Station	\$	\$

TERMS _____% _____DAYS, F.O.B. JACKSON COUNTY

DELIVERY IN 24 HOURS FROM RECEIPT OF ORDER.
The County of Jackson reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual basis.

DATE _____

Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the County to purchase some of the items from that bidder. The County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

PER: _____

TITLE _____

COUNTY OF JACKSON, TEXAS
INVITATION TO BID AND BID QUOTATION FORM

FUEL TANK DELIVERY SITES

Precinct #1 Precinct Barn
825 CR 117 (off Hwy 59)
Edna, TX 77957
Phone: 361-782-2804

Precinct #2 Precinct Barn
611 East Heard St
Ganado, TX 77962
Phone: 361-771-2475

Transfer Station Jackson County Transfer Station &
Recycling Center
205 CR 4141
Ganado, TX 77962
Phone: 361-782-2048

Precinct #3 Precinct Barn
4389 FM 1822
Edna, TX 77957
Phone: 361-782-2033

Precinct #4 Precinct Barn
12833 Hwy 172
LaWard, TX 77970
Phone: 361-872-2345