

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, 411 N Wells St, Room 201, Edna, Texas 77957. Deadline for bid submission is:

December 15, 2021 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, 411 N Wells St, Room 201, Edna, Texas.

SCOPE OF BID

1. 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."
2. Bids are solicited for furnishing the merchandise, supplies, services, and/or equipment set forth in this bid request for a period beginning the date of the contract award until the next award which should be in approximately twelve (12) months (January 2023) in accordance with the following Conditions of Bidding.
3. It is our policy **not to** furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Jackson County website after bid award by Commissioners' Court at:
<http://www.co.jackson.tx.us/page/jackson.BidNoticesResults>
4. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to Jackson County, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so.

TAXES

1. As a governmental subdivision, Jackson County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties, by law. Jackson County will furnish, upon request, sales tax exemption forms to the bidder that is awarded bid. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the state. Such costs must not be included in bid prices.

2. JACKSON COUNTY TAXES: If the Bidder 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 Bidder 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.

GENERAL CONDITIONS

1. 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 "**Delivered Fuel**" on the outside as outlined in the specifications.
2. Jackson County will evaluate and award bid based on *lowest and best bid meeting specifications*. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. 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.
3. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit price
 - b. Extended price
 - c. Special needs and requirements of The County
 - d. Results of testing samples (if required by The County)
 - e. Delivery
 - f. The County experience with products bid
 - g. Bidder's past performance record with The County.
4. Although the cost of products to be provided is an essential part of the bid, The County is not obligated to award a contract on the sole basis of cost but will award to bidder considered to be the best value to the County.
5. The successful bidder should submit itemized invoices with clearly marked remittance copies to the following address, unless otherwise directed;

Jackson County Auditor
411 N. Wells, Room 201
Edna, TX 77957

6. Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractor, assignees, or any other party. The county will not be liable for payment of invoices received six (6) months after order completion.

BID INFORMATION

1. 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.
2. All bidders shall provide the Brand Name for each type of fuel in the space provided.
3. 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 WILL REMAIN CONSTANT THROUGHOUT THE TERM OF THE CONTRACT.**
4. 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.
5. 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.
6. 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.
7. 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.
8. It is the Bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The **Affidavit (Exhibit A)** must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification Number and signed by an authorized representative of the firm. Failure to provide signature on the Affidavit Form renders bid non-responsive.
9. All bidders must complete the **"Conflict of Interest Questionnaire"**. (**Form CIQ, Exhibit B**) Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. The completed conflict of interest questionnaire must be turned in with your bid proposal to the Auditor's office.
Any questions can be directed to the Texas Ethics Commission in Austin.
10. Jackson County Commissioners' Court will not consider for action any contract with a business entity unless the business entity submits a Certificate of Interested Parties (Form 1295). A business entity will generate Form 1295 online **AFTER** notification of award on the bid. The Texas Ethics Commission promulgated rules to implement the law and established an online portal at <https://www.ethics.state.tx.us/filinginfo/1295> . The successful bidder must complete the form and submit the signed and notarized form before the contract is executed. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.
Contract number is 2022003.

INSURANCE REQUIREMENTS

1. The Bidder shall not commence work under this contract until all insurance required of the Contractor by this agreement has been documented with a Certificate of Insurance. Such insurance is to be provided at the expense of the Bidder and shall remain in force until all work under this contract is completed and has been accepted by the County Commissioners'. If for any reason insurance coverage is not kept in force, all deliveries will be stopped until an acceptable Certificate of Insurance is provided to the County. The County Commissioners' should be provided with 30 days advance notice of material changes in coverage or termination of coverage. The County shall be covered as an *additional insured* and must include a *waiver of subrogation* in favor of the County. The vendor shall be responsible for any deductions stated in the policy.
2. The Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements under this contract.
3. Nothing contained in the insurance requirements shall be construed as limiting the extent of Bidders' responsibility for payment of damages resulting from operations under this contract.
4. Any failure of the Bidder to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the Bidder shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the Bidder's insurance and shall not contribute to it.
5. The Bidder must provide confirmation of **Commercial General Liability** insurance from an insurer licensed to do business in Texas that is financially sound. The insurance should be written with limits of a least \$500,000 per occurrence and an aggregate limit of at least \$1,000,000. The insurance must include coverage for bodily injury, property damage, contractual liability, products and completed operations, and personal injury. The Bidder must promptly notify the County Commissioners if the total incurred losses (as determined by the insurer) reaches 50% or more of the aggregate limit.
6. The Bidder, subcontractors and their employees are not to be considered as an "employee" of the County and will not be covered by the County's workers' compensation insurance. The Bidder must provide confirmation of **Workers' Compensation and Employer's Liability** insurance from an insurer that is licensed to do business in Texas. The Workers' Compensation insurance should be written with statutory limits of liability. The Employer's Liability insurance should be written with limits of at least \$500,000 each employee for occupational disease.
7. The Bidder must provide confirmation of **Commercial Automobile Liability** insurance from an insurer that is licensed to do business in Texas. The insurance should be written with bodily injury and property damage limits of at least \$500,000 combined and should apply in regard to any automobile, including owned, non-owned, hired and borrowed automobiles.
8. The Bidder must indemnify, hold harmless and defend the County and its officials and employees for all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description (including attorney's fees) that are presented, brought or recovered against the County and/or its officials and employees which arise out of an occurrence in connection with the services performed

under this contract. The County reserves the right to require the Bidder to provide complete, certified copies of all required policies at any time.

SPECIAL PROVISIONS

1. Bidder will be required to notify the County in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time the County shall have the right to refuse acceptance of the order.
2. Bidder will be required to deliver to all job sites for Jackson County. Bidder will remain on the job with truck and operator as long as required to completely place load.
3. The County reserves the right to test any materials delivered at the requested site for compliance with specifications. The bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.
4. Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).
5. Any bidder vehicles traveling on County roads will not exceed its legal gross weight.

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

FUEL TANK DELIVERY SITES

Precinct #1 Precinct Barn
97 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

Location		Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
Precinct #1	Edna	4,000	Diesel, High Sulfur, Off-Road	6,000
		5,000	Diesel, Low Sulfur, On-Road	6,000
		1,000	*Gasoline, Unleaded, 87 Octane *Gasoline, Unleaded, 87 Octane, Non- Ethanol	2,500
Precinct #2	Ganado	2,000	Diesel, High Sulfur, Off-Road	9,000
		1,000	Diesel, Low Sulfur, On-Road	5,000
		500	*Gasoline, Unleaded, 87 Octane *Gasoline, Unleaded, 87 Octane, Non-Ethanol	2,500
Precinct #3	Edna	3,000	Diesel, High Sulfur, Off-Road	6,000
		3,000	Diesel, Low Sulfur, On-Road	6,000
		3,000	*Gasoline, Unleaded, 87 Octane *Gasoline, Unleaded, 87 Octane, Non-Ethanol	3,000
Precinct #4	LaWard	10,000	Diesel, High Sulfur, Off-Road	12,000
		5,000	Diesel, Low Sulfur, On-Road	7,500
		3,177	*Gasoline, Unleaded, 87 Octane *Gasoline, Unleaded, 87 Octane, Non-Ethanol	5,000
Transfer Station	Ganado	300	**Diesel, High Sulfur, Off-Road	850
		2,200	**Diesel, Low Sulfur, On-Road	750

*Estimated Gasoline for both unleaded 87 & unleaded 87 non-ethanol is a combined total. Commissioner will specify at time of order if non-ethanol is desired.

** Transfer Station: 2,000 gal. skid w/pump to be provided by vendor @ no charge.

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.).

STATE OF TEXAS {}

Exhibit A

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 _____ Vendor Tax ID _____

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Exhibit C
County of Jackson, Texas

BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44 CFR Part 13.35, the Bidder/Proposer, hereby affirms that Bidder/Proposer:

(Please check all that are applicable)

_____ Is **not** excluded from doing business at the federal level.

_____ Is **not** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Bidder/Proposer hereby affirms that Bidder/Proposer:

_____ Does **not** boycott Israel or invest in companies that boycott Israel

_____ Does **not** conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Jackson may not make procurement transactions with SDNs/Blocked Persons, companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent Company
Name _____

Proposer (Signature) _____ Date _____

Proposer (Print Name) _____

Title/Position with Company _____

Company Official Authorizing the Offer:

Company Official (Signature) _____ Date _____

Company Official (Print Name) _____

Company Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

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

Exhibit D

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

December 15, 2021 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	Total
Gasoline, Unleaded, 87 Octane Brand Name: _____	\$	\$	\$
Gasoline, Unleaded, 87 Octane (Non-Ethanol) Brand Name: _____	\$	\$	\$
Diesel, High Sulfur (Off Road) Brand Name: _____	\$	\$	\$
Diesel, Low Sulfur (On Road) Brand Name: _____	\$	\$	\$
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.	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.		
Date:	Per:		
	Title:		