

HOPKINS COUNTY
BID 2022-005
GASOLINE AND DIESEL FUEL

COUNTY OF HOPKINS

County Auditor



Shannah Aulsbrook
PO BOX 288
Sulphur Springs, Texas 75482
Phone – 903-438-4010
Fax - 903-438-4099
Email – shannah@hopkinscountytexas.org

INVITATION TO BID

ANNUAL CONTRACT

**BID TITLE: GASOLINE & DIESEL FUEL
(12) MONTH CONTRACT**

BIDS DUE

**OCTOBER 3, 2022
9:00 A.M.**

BID NUMBER – 2022-005

HOPKINS COUNTY
BID 2022-005
GASOLINE AND DIESEL FUEL

SPECIFICATIONS AND BID FORMS

Gasoline & Diesel Fuel

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

ALL HANDWRITTEN SIGNATURES MUST BE IN INK AND ALL PRICES MUST BE WRITTEN IN INK OR (PREFERABLY) TYPEWRITTEN.

BIDDER MUST INCLUDE EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

RETURN BID TO:

**COUNTY JUDGE'S OFFICE
HOPKINS COUNTY COURTHOUSE
118 CHURCH STREET
P.O. BOX 288
SULPHUR SPRINGS, TEXAS 75483**

**BIDS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE
WILL NOT BE CONSIDERED. BIDS WILL BE PRESENTED TO
COMMISSIONER'S COURT AT 9:00 A.M. ON MONDAY, OCTOBER 10, 2022**

INVITATION TO BID

Purchase of Fuel

From: Hopkins County Auditor
P. O. Box 288
Sulphur Springs, Texas 75483

BID NO. 2002-005

Bids will be received at the Hopkins County Judge's Office until **9:00 A.M. MONDAY, OCTOBER 3, 2022** and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. Bids will be presented for consideration at the 9:00 A.M. Commissioners Court meeting Monday, OCTOBER 10, 2022 located on the First Floor of the County Courthouse.

A. Scope of Bid

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

B. Conditions

1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Hopkins County and the successful bidder for **12 Months**.
2. Bids must be received by the County Judge's Office prior to the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered.
3. Hopkins County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
6. Bidder should include employer identification number or social security number.
7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
"BID: #2022-005 for the Purchase of Gasoline & Diesel Fuel.

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GASOLINE AND DIESEL FUEL

8. Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.
9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.
10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
11. Hopkins County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty-day written notice is given to the other party.
12. Bidders should state all insurance coverage applicable to this contract. Examples are **Workman's Compensation, General Liability, Manufacturer's Liability, etc.** THE SUCCESSFUL VENDOR MUST SUBMIT COPIES OF INSURANCE CERTIFICATE TO THE COUNTY AUDITOR BEFORE ANY WORK OR DELIVERY CAN BE INITIATED. Payments shall not become due and payable until such certificates have been filed.
13. Hopkins County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
14. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Price
 - c. Special needs and requirements of Hopkins County
 - d. Results of testing samples
 - e. Delivery
 - f. Hopkins County experience with products bid
 - g. Hopkins County's evaluation of Vendor's ability to fulfill contract.
 - h. Vendor's past performance record with Hopkins County.
15. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.

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GASOLINE AND DIESEL FUEL

16. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL items required and Attendant costs or forfeit the right to payment.
17. Hopkins County is exempt from certain Federal Excise, State and Local taxes.
18. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

Hopkins County
P.O. Box 288
Sulphur Springs, Texas 75483

19. Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Tuesday noon before the second and fourth Monday.
20. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Hopkins County shall act as sole judge determining in equality and acceptability of items offered.
21. TERM OF CONTRACT: The term of this contract will begin on October 10, 2022 and will end on October 10, 2023. The contract may be extended for (1) additional year, if approved by both parties. Hopkins County will not allow for any price escalation for the first contract year.
22. AWARD: The bid may be awarded to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material, LGC 262.027, e.

23. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity.

With regards to Hopkins County purchases, a vendor that is awarded a contract or purchase that requires approval from Commissioner's Court is required to electronically create a Form 1295 through the Texas Ethics Commission website www.ethics.state.tx.us and submit a signed and notarized copy of the form to the County. A contract, including County – issued purchase order, will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from awarded vendor.
www.ethics.state.tx.us

Click on file a report
File a 1295 Certificate

24. Conflict Of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

C. SPECIAL PROVISIONS

D. CONTRACT FULFILLMENT

Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Specifications. If bid and performance bonds are required, the proper document will be included in the package.

E. SPECIFICATIONS

F. BID SHEET

G. BID AFFIDAVIT

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NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who after being by me duly sworn, did depose and say: "I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said _____. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder _____

Telephone _____

By _____ Title _____
Type Name

Signature _____

SUBSCRIBED AND SWORN to me by the above named _____

on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

**SPECIFICATIONS
FOR
GASOLINE & DIESEL FUEL**

1. Gasoline and Diesel should be bid based on the bidder's cost as of Friday morning SEPTEMBER 23, 2022. If you cannot bid a price based on this date, you must call Shannah Aulsbrook, County Auditor, at (903) 438-4010.
2. Prices should be quoted on : cost plus basis
Bids will be awarded based on (1) amount charged in excess of cost, and (2) cost of brand of gasoline in addition to applicable items in B. Conditions 14.
3. Bidder must submit with their bid based on rack pricing for SEPTEMBER 23, 2022. Any time during the year the Commissioners' Court or Auditor's office may request to see verification of the current terminal price.
4. The term of this contract shall be one year, with options to renew two (2) times.
5. Brand of gasoline and diesel must be specified on bid.
6. Include all octane ratings with bids.
7. Successful bidder may supply the County with oil and grease also.
8. Hopkins County is exempt for federal excise taxes.
9. All invoices and papers connected with the purchase of dyed diesel fuel must state "Dyed Diesel Fuel, non-taxable use only; penalty for taxable use."
10. Vendor must be able to make delivery with a "7 -day 24 Hour" fueling location in Sulphur Springs, Texas and delivery to County Precincts with a 4 hour notice (See attached list of tanks, tank capacity, and locations).

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**HOPKINS COUNTY
Precinct Locations**

PCT # 1 –MICKEY BARKER

Location: Six miles From I-30 on South Texas Highway 19

PCT # 2 –GREG ANGLIN

Como

Location: Hwy 11 East (2 miles from Como City Limits)

PCT #3 – WADE BARTLEY

Dike

Location: County Road 3564 West of Dike, Texas 75437

PCT #4 –JOE PRICE

Ridgeway

Location: Approximately 10 miles west on TX HWY 11 WEST

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COST PLUS BID SHEET

Return Sealed bid for the annual contract for gasoline and diesel fuel to be opened MONDAY, OCTOBER 3, 2022 by 9:00 A.M. to the following office:

Mail Address: Robert Newsom, County Judge
P.O. Box 288
Fiscal Address: 118 Church 1st Floor
Sulphur Springs, TX 75483

Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
"Bid for the annual contract for gasoline and diesel to be opened 9:00 A.M., MONDAY, OCTOBER 3, 2022 Bids will be submitted for consideration at the next regular Commissioner Court meeting, Monday, OCTOBER 10, 2022.

Bid of: _____
Name Address Phone Number

| <u>FUEL</u> | <u>PRICE PER GALLON</u> | <u>DELIVERED PRICE PER GALLON</u> |
|-------------------------------------|-------------------------|-----------------------------------|
| BRAND _____ | | |
| Octane Rating _____ | | |
| Regular Unleaded | _____ | |
| UGWAT | _____ | |
| State Tax | _____ | |
| Vendor Delivery Fee | _____ | |
| Total Regular Unleaded | | _____ |
| # 2 Off Road Diesel Fuel w/ red dye | _____ | |
| UGWAT | _____ | |
| State Tax | _____ | |
| Vendor Delivery Fee | _____ | |
| Total # 2 Off Road Diesel | | _____ |
| Low Sulfur Diesel | _____ | |
| UGWAT | _____ | |
| State Tax | _____ | |
| Vendor Delivery Fee | _____ | |
| Total Low Diesel | | _____ |

Bid Authorized By: _____ Date: _____

Title & Company Name: _____

Address & Phone Number: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.