

# **Taylor County**

## **Purchasing Agent**

**Scott Henderson**  
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**Abilene, Texas 79602**  
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### **INVITATION TO BID**

**BID TITLE: GASOLINE AND DIESEL FUELS (PRECINCTS)**

**BID NUMBER: I.T.B. 2019-101**

**OPENING DATE: June 13, 2019**

**OPENING TIME: 2:00 P.M.**

## TERM AND CONDITIONS

The Taylor County Commissioners' Court is soliciting bids for furnishing the merchandise, supplies, services, and/or equipment set forth in this Invitation to Bid.

**All bids must be received in the Taylor County Purchasing Office, 600 Pecan Street, Abilene, Texas, 79602, no later than 2:00 p. m. on Thursday, June 13, 2019.** Public Opening of the bids will be held at that time in the Purchasing Conference Room located at 600 Pecan Street, All bids which are mailed, shipped, etc. should be addressed as follows:

Taylor County Purchasing Department  
600 Pecan Street  
Abilene, Texas, 79602

**All bids must be in sealed envelopes clearly marked with Bid Number and Bid Title. Completed Bids must contain one (1) original and one (1) copy. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.**

The Taylor County Commissioners' Court reserves the right to reject in whole or in part any or all bids, waive minor technicalities, and award the bid which best serves the interest of Taylor County.

Late bids will be returned to the Bidder unopened. Taylor County will not be responsible for un-marked, or improperly marked bids or bids delivered to the wrong location.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Taylor County Commissioners' Court. All bids become the property of Taylor County and will not be returned to the Bidder.

Taylor County is exempt from Federal excise and sales tax; therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Invitation to Bid. The period of acceptance of this bid will be thirty (30) calendar days (minimum) unless the Bidder notes a different period.

Bids must be submitted on the attached Bid Worksheet. By returning the signed Bid Worksheet, bidders certify that:

1. A packing list or other suitable shipping documents shall accompany each shipment and shall show (a) name and address of vendor, (b) name and address of the receiving department, (c) Taylor County Purchase Order Number (if applicable), and (d) the description of the material shipped, including item number, quantity, etc.
2. Delivery terms and transportation charges are to be FOB Destination Freight Prepaid. All charges for delivery and transportation are to be included in the bid price.
3. Invoices shall be sent directly to Taylor County Accounts Payable, 600 Pecan Street, Abilene, Texas, 79602. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later. Invoices must be itemized and must reference the Taylor County Purchase Order Number in order to be processed.
4. Payment shall not constitute an acceptance of the item(s) bid nor impair the County's right to inspect or any of its remedies.
5. All deliveries of materials, supplies, equipment pertaining to this contract shall be F. O. B. inside delivery to:

Taylor County  
Precinct 1, County Barn  
Edwards and Main Street  
View, Texas, 79605  
325-692-2130

Taylor County  
Precinct 2, County Barn  
S. 8 th & Cherry  
Merkel, Texas 79536  
325-928-5614

Taylor County  
Precinct 3, County Barn  
Main Street  
Buffalo Gap, Texas, 79508  
325-572-3366

Taylor County  
Precinct 4, County Barn  
1949 FM 1750, Potosi, Texas, 79602  
325-690-0334

6. Hours of delivery/service shall be between 7:30 a.m. and 4:00 p.m., Monday through Thursday, unless otherwise stipulated.
7. All prices are to be firm for the length of the contract.
8. Bids should be unit prices using the Bid Worksheet form included with this bid. Purchases will be made on a cash basis. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
9. The price to be paid by the County shall be that contained in the Bid Worksheet. The Bidder warrants being no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

10. A list of references of current users is to be furnished in the bid worksheet. Failure to do so may render the bid unresponsive. Current Taylor County vendors may omit this requirement.

11. The bidder shall attach to the Bid Worksheet, and it shall be made a part of this bid, regularly printed literature as published by the manufacturer, which sets out and describes the goods, equipment, or supplies to be furnished by the bidder.

12. Any bids not conforming to the specifications shall be rejected. It will be the responsibility of the bidder to conform to the specifications unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.

13. The Commissioners' Court will award the bid, which will be followed by the issuing a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed Bid Worksheet will be construed as the contractual agreement.

14. Special Notation: A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

15. Item(s) bid is subject to the County inspection and approval within a reasonable amount of time. If specifications are not met, material may be returned at bidder's expense and risk for all damages incidental to the rejection.

16. Evaluation Criteria shall include, but is not limited to the following:

- A. Unit Price
- B. Delivery
- C. Vendor's past performance record with Taylor County
- D. Evaluation of vendor's ability to perform.
- E. Taylor County's experience with product(s) bid
- F. Special needs and requirements of Taylor County
- G. Results of performance evaluation (if requested or needed)

Taylor County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

17. All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.

18. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

19. Quantities indicated on the Bid Worksheet are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the bid price.

20. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to Taylor County until Taylor County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

21. Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by the County. Taylor County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

22. Either party upon sixty- (60) day's written notice prior to cancellation may terminate the Contract.

23. The Bidder warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

24. The Bidder agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Bidder to any customer for such goods, equipment, supplies, or services.

25. Contractor shall provide the defense for and indemnify and hold harmless Taylor County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Contractor's use of the premises thereunder.

26. The Bidder shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Taylor County.

**27. 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 an action or vote by the governing body of the entity.

With regards to Taylor 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 ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) 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 receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

**SPECIFICATIONS**  
**I.T.B. 2019-101 Gasoline and Diesel Fuels (Precincts)**

It is the intent of these specifications to obtain bids from qualified suppliers for a contract to furnish and deliver gasoline and diesel fuel to the Taylor County Barns, Precinct 1, Precinct 2, Precinct 3, and Precinct 4.

**Bid the following types of Fuel: Bid using OPIS Daily Average Rack Report**

**Gasoline – Reg. Un-leaded 87 octane (excludes unleaded plus & super unleaded)**

**Diesel – Dyed or Clear #2, Ultra Low 15 PPM Sulfur 3, NA1993, PGIII**

**Taylor County will not accept a sub-standard fuel. Taylor County reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract, at the vendor's expense. All tests will be made according to ASTM (American Society for Testing and Materials) test methods.**

Any fuels not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.

**Due to the wide fluctuations of gasoline and diesel prices, the most recent Oil Price Information Service Survey (OPIS) standard daily rack report using the (OPIS Daily Average) for Abilene, Texas will be the index used to gauge the actual price of the fuel at the date of delivery.**

**The contract will be for a period of one year. The new contract will begin on July 1, 2019 and will end June 30, 2020.** If both parties agree, Taylor County would like to have the option of renewing the contract for an additional four-(4) years in one-year increments.

Award of the contract will be on an item-by-item basis. Taylor County requests bidders to bid by location bid. **Taylor County has the option of awarding the bid by location to multiple vendors.**

**ESCALATION CLAUSE:** Prices bid on this contract will be firm for the first 12 months. Price may be renegotiated prior to the execution of the Option to Renew. Increase will only be effective on the anniversary date of this contract. Renegotiated increase in price may run from 0 to 10 percent. Price increase will be no greater than ten percent (10%) above the original price of this contract. Contract price increases will only be allowed if there are substantial increases in fuel cost or delivery during the contract year. Taylor County reserves the right to research products and the amount of increases during the contract year. Taylor County also reserves the right not to renew if the escalated cost is above ten-(10) percent.

**Bid by location** - By type of fuel on a Location basis only (multiple award)

Invoices will include all applicable taxes. For pricing comparison only, taxes are not to be included in bid prices for the fuels. On the Bid Worksheet, Vendor will need to give the cost per gallon for State Gasoline Tax, Federal tax for diesel and Petroleum Product Delivery fee or any other tax that is applicable. **Along with the invoice, vendors will need to include copy of the OPIS daily average standard rack report.**

If bidder does not furnish products from Bidder's own refinery, please state the source of supply on the Bid Worksheet.

The petroleum products specified can not contain any alcohol.

Quantities that are indicated on the Specifications are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the bid price.

**Unleaded Gasoline Fuel**

Approximate Yearly Delivery: 47,000 gallons

Approximate Gallons - each delivery

<u>Location</u>	<u>Each Delivery (approx. qty.)</u>	<u>Approx. Yr. Del.</u>
Precinct # 1 Barn (Bob- Tail)	1,000 – 4,000 gallons	12,000
Precinct # 2 Barn (Bob- Tail)	1,000 - 2,500 gallons	15,000
Precinct # 3 Barn	1,000 - 3,000 gallons	10,000
Precinct # 4 Barn (Bob- Tail)	1,000 - 2,000 gallons	10,000

**Dyed or Clear No. 2 Diesel Fuel**

Approximate Yearly Delivery: 100,000 gallons

Approximate Gallons - each delivery

<u>Location</u>	<u>Each Delivery (approx. qty.)</u>	<u>Approx. Yr. Del.</u>
Precinct # 1 Barn	5,000 - 7,000 gallons	26,000
Precinct # 2 Barn (Bob- Tail)	1,000 - 3,500 gallons	26,000
Precinct # 3 Barn	4,000 - 6,000 gallons	26,000
Precinct # 4 Barn (Bob- Tail)	1,000 - 2,000 gallons	26,000

**Period of Acceptance:**

The period of acceptance of this bid will be thirty (30) calendar days (minimum) unless the Bidder notes a different period.

**Taxes:**

Taylor County pays the State Comptroller at the end of each year for State diesel tax and therefore will not be included on this bid or on invoices.

Exempt license #17560011730

**BID WORKSHEET**  
**I.T.B. 2019 –101 Gasoline and Diesel Fuels (Precincts)**

In accordance with the terms and conditions of Invitation to Bid, I.T.B. 2019 –101, (Gasoline and Diesel Fuels for the Precincts) and with full knowledge of the terms and conditions, we agree to furnish and deliver the gasoline and/or diesel fuel for the prices indicated below:

**BID - BY LOCATIONS (can be multiple awards)**

Location	Approximate Annual Usage	Price
<b>Unleaded Gasoline 87 Octane</b>		
		above/below <b>OPIS average daily rack price/gal.</b> for Abilene, Texas.
Pct. 1 Barn (View) (Bob- Tail)	12,000	( ) above ( ) below _____ Cents
Pct. 2 Barn (Merkel) (Bob- Tail)	15,000	( ) above ( ) below _____ Cents
Pct. 3 Barn (Buffalo Gap)	10,000	( ) above ( ) below _____ Cents
Pct. 4 Barn (Potosi) (Bob- Tail)	10,000	( ) above ( ) below _____ Cents
<b>Dyed or Clear No. 2 Diesel Fuel</b>		
Pct. 1 Barn (View)	26,000	( ) above ( ) below _____ Cents
Pct. 2 Barn (Merkel) (Bob- Tail)	26,000	( ) above ( ) below _____ Cents
Pct. 3 Barn (Buffalo Gap)	26,000	( ) above ( ) below _____ Cents
Pct. 4 Barn (Potosi) (Bob- Tail)	26,000	( ) above ( ) below _____ Cents

**BID WORKSHEET con't  
I.T.B. 2019– 101 Gasoline and Diesel Fuels Precincts)**

**Source of Supply: Location** \_\_\_\_\_

List the cost per gallon or cost for additional fees: All additional cost from vendors should be the same amount.

State Gasoline Tax	price per gallon	_____
Federal Lust Tax for both fuels	price per gallon	_____
Petroleum Product Delivery fee (Please Attach Schedule of cost)		_____
Oil Spill Tax		_____
Fuel Insurance Surcharge (if applicable)		_____
Additional Fuel Surcharge (if applicable)		_____

**Provide a Copy of OPIS daily average rack report dated May 17, 2019**

References:

List two (2) references for which bidder has supplied fuels (gasoline & diesel). Please include phone number and name of contact person. Other governmental units are preferred.

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

The undersigned affirms that they are duly authorized to execute this bid on behalf of their company and, that this bid has not been communicated to any other vendor prior to the official opening of this bid. The undersigned affirms that the Company they represent agrees to the terms, conditions and specification requirements of this bid and if the bid is awarded the bid will be construed as the contractual agreement.

Name and Address of Bidder	All unsigned bids will be disqualified
_____	Signature: _____
_____	Name: _____
_____	Title: _____
_____	Phone No: _____

**WORKERS' COMPENSATION  
AFFIDAVIT**

**STATE OF TEXAS**  
**COUNTY OF TAYLOR**

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**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I, am a duly authorized officer of \_\_\_\_\_, and hereby certify that all "persons providing services on the project" will be covered by workers' 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 commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions.

I furthermore certify that the company will provide, to Taylor County, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity that 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 the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Taylor County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Taylor County.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Company: \_\_\_\_\_

**Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to  
certify which witness my hand and seal of office:**

\_\_\_\_\_  
**Notary Public – Signature**

**House Bill 89 VERIFICATION**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name)

\_\_\_\_\_ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Taylor County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE