



## INVITATION TO BID: GAS & DIESEL

**Due Date and Time: 1:00 pm, Wednesday, SEPTEMBER 18, 2019**

Issue Date: AUGUST 21, 2019

### Issuing Agency Information:

**Contact: Grimes County Road & Bridge Engineer, Harry Walker  
(936) 873-4436**

### Instructions to Bidders:

#### Return Sealed Bid to:

Grimes County Auditor's Office  
114 W. Buffington  
PO Box 510  
Anderson, TX 77830

#### Mark face of envelope/package with:

Sealed Bid – Gas & Diesel

### Bidder must complete the following:

Bidder Name/Address:	<hr/> <b>Name/Title</b>
	<hr/> <b>Signature</b> Print name and title and sign in ink. By submitting a response to this invitation, bidder acknowledges it understands and will comply with the bid packet specifications and requirements.
Type of Entity ( e.g., corp., LLC, etc)	Phone number:
Email Address:	Fax Number

**BIDDERS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

## GENERAL CONDITIONS

- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Grimes County Auditor's Office by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope.

Bids received in the Grimes County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Grimes County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt.

### **BIDS MAY NOT BE FAXED OR EMAILED**

- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Road & Bridge Administrator/Engineer and the approval of the Commissioners' Court.
- **SALES TAX**  
Grimes County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes**. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Grimes County will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under Federal and State Laws.
- Invoices shall be sent directly to the Grimes County Road & Bridge Office at P.O. Box 593, Anderson, Texas 77830. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
- Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County shall not pay for supplies, which are unsatisfactory. The County may give vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.

- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
- A 1 (one) year extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners' Court for the fiscal year in question. Upon the failure of Commissioners' Court to so appropriate in any fiscal year, contractor may elect to terminate this agreement, with no additional liability to the County. County and contractor agree that termination shall be the contractor's sole remedy under this circumstance.
- The term of the contract may be extended for an additional year if amended in accordance with the "Amendment" paragraph within the contract.
- The bid award shall be based on, but not necessarily limited to the following factors:
  - Total price
  - Special needs and requirements of Grimes County
  - Grimes County's evaluation of vendor's ability
  - Vendor's past performance record with any Texas county
- If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- The vendor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local Laws, ordinances and regulations that, in any manner, affect the conduct of the work.
- All insurance requirements, including workman's compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
- The parties herein agree that the contract associated with an accepted bid shall be enforceable in Grimes County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Grimes County, Texas.
- The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
- The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

- **THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF VENDOR'S OFFICERS, AGENTS OR EMPLOYEES.**
- If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- If the vendor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,



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Mary Nichols  
Grimes County Auditor

# GRIMES COUNTY, TEXAS

## GASOLINE AND DIESEL FUEL

### BID SPECIFICATION

Bids will be made F.O.B. the delivery point for Road & Bridge and Sheriff's Department. Delivery will be made of quantities ordered and will not require tanker loads. Arrangements for purchases for the other departments with vehicles, which include Emergency Management, Juvenile Probation, Constables, Crime Victim Coordinator, District Attorney and 911 Addressing, are also requested at the same prices.

Bids on gasoline and diesel fuel should bid on a "Cost Plus Basis" and should break down the bid by current cost (base price), tax, freight, and margin. Successful bidder will be required to include a copy of latest invoice showing bidder's cost, or other satisfactory evidence of bidder's cost, with each invoice submitted to the County. Total price billed to County will be the dealer's cost (Base Price) plus tax, freight, and margin. Bids should include bidder's name, address and telephone number. They should also be signed and dated.

Fuel products to be bid on are:

Approximately 68,000 gallons, combined, of three grades of unleaded gasoline.

Approximately 40,000 gallons OFF ROAD DIESEL dyed fuel for non-taxable use only.

Approximately 40,000 gallons ON ROAD DIESEL, low sulfur fuel.

#### **BONDS**

#### **ALL BIDS IN ORDER TO BE IN COMPLIANCE WITH TEXAS STATUTES SHOULD INCLUDE THE FOLLOWING BONDS, IF APPLICABLE**

- **Bid Bond:** If the contract is for the construction of public works or is under a contract exceeding \$100,000.00, the contractor shall execute a bid bond with a surety company authorized to do business in this state in the amount of five percent (5%) of the total contract price.
- **Performance Bond:** If the amount of the contract is in excess of \$50,000.00, the contractor shall provide a performance bond as follows:
  - Solely for the protection of Grimes County;
  - In the amount of the contract; and
  - Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

The bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

If the amount of the contract is \$50,000.00 or less, no money will be paid to the contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the County.

- **Payment Bond:** If the amount of the contract is in excess of \$50,000.00, and the contract is a public work contract, the contractor shall provide a payment bond as follows:
- Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the contractor or a subcontractor who provides labor or material; and

- In the amount of the contract.

The payment bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

#### SUBMITTING BIDS:

**Sealed bids should be mailed to:**

Grimes County Auditor's Office  
Attention: Jessica Herrera  
P.O.BOX 510  
Anderson, Texas 77830

**Or hand delivered to:**

Grimes County Auditor's Office  
114 W. Buffington Ave  
Anderson, Texas 77830

Approved original invoices will be processed for payment following the Commissioners' Court meeting the 2<sup>nd</sup> and 4<sup>th</sup> week of each month. A purchase order number is required on each invoice. The county employee placing the order for fuel products should, at that time, give the supplier the purchase order number.

THE COMMISSIONERS' COURT OF GRIMES COUNTY, TEXAS RESERVES THE RIGHT TO AWARD THIS CONTRACT TO THE BIDDER WHO PROVIDES THE LOWEST, BEST AND MOST RESPONSIBLE BID AND FURTHER RESERVES THE RIGHT TO WAIVE ANY FORMALITY OR IRREGULARITY, EXCEPT FOR THE TIME OF FILING, TO REJECT ANY OR ALL BIDS, OR REQUIRE NEW BIDS, IF IN THE BEST INTEREST OF GRIMES COUNTY. IF ONLY ONE BID IS RECEIVED, THE BID MAY BE ACCEPTED IF THE COMMISSIONERS' COURT FINDS THE PRICE AND OTHER CONDITIONS TO BE FAIR AND REASONABLE. IF THE PRICE AND OTHER CONDITIONS ARE NOT DETERMINED TO BE FAIR AND REASONABLE, IN THE SOLE JUDGEMENT OF COMMISSIONERS' COURT, THE BID IS REJECTED.

For further information contact the Sheriff's Department, County Engineer, or the County Auditor's Office at the phone numbers listed below:

Grimes County Engineer	(936) 873-4434
County Sheriff	(936) 873-6434
County Auditor	(936) 873-4412

**\* CHECKLIST: ITEMS THAT MUST BE INLCUDED**

- Completed bid packet coversheet
- Bid/Quote on items described in specifications
- Any Required bond documents
- Conflict of Interest Questionnaire

**CONTRACT**

**STATE OF TEXAS  
COUNTY OF GRIMES**

WHEREAS, the attached "Bid Package" which includes any **Invitation to Bid, General Conditions, Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code §262.021; and

**WHEREAS, the Grimes County Commissioners' Court as the governing body of Grimes County did on \_\_\_\_\_ award a contract to (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; namely:**

**GAS & DIESEL**

THEREFORE, Knowing all men by these present, that this contract is entered into by Grimes County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

**WITNESSETH**

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) such conforming to requisite standards, (2) such being delivered (if applicable), and (3) such services have been satisfactorily performed in the sole determination of the County.

**Prior Agreements Superseded**

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This Contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

**Amendment**



This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations, no amendments, modifications or alterations of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

**Binding**

This Contract shall bind and inure to the benefit of the respective parties, their representatives, successors, and assigns.

**Term**

This Contract shall be effective October 1, 2019 and shall remain in effect until September 30, 2020.

**Attorney’s Fees, Costs**

If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney’s fees, and costs.

**Venue/Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and venue of any legal action filed by either party shall be in Grimes County, Texas.

IN TESTIMONY WHEREOF, witness our hands at Grimes County, Texas, effective as of the date awarded above, if any.

VENDOR

GRIMES COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
COUNTY JUDGE

ATTEST: \_\_\_\_\_  
GRIMES COUNTY CLERK

**\*\*Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners’ Court. However, this contract is not valid until awarded in Commissioners’ Court and signed by both parties.**

**Vendor/Bidder’s Affirmation**

**Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.**

**Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.**

**Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:**

\_\_\_\_\_ **Does not own taxable property in Grimes County.**

\_\_\_\_\_ **Does not owe any ad valorem taxes to Grimes County or is not otherwise indebted to Grimes County.**

\_\_\_\_\_  
**Name of Contracting Company**

\_\_\_\_\_  
**Contact Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
**Signature of Company Official Authorizing Bid/Offer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**E-mail address**

**Certificate of Interested Parties**

HB 1295 was passed by the Texas Legislature in 2015. The bill took effect January 1, 2016. The link below will take you to the Texas Ethics Commission website where you need to complete the form, print it out, have it notarized and then mail the original form to:

Jessica C. Herrera  
Grimes County Auditor's Office  
PO Box 510  
114 W. Buffington  
Anderson, TX 77830

[http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

At this link, you will find videos that will take you through the steps needed to set up your User ID and complete the form as a business entity.

**The contract number that you will need to complete this form is 2020-490-104**

If you have any questions or concerns, please call Jessica Herrera at (936) 873-4412 for assistance.

#### **What is House Bill 1295 ("HB 1295")?**

The 84<sup>th</sup> Texas Legislature recently passed HB 1295, which enacted Section 2252.908 of the Texas Government Code. This new law prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business first submits a disclosure of interested parties.

#### **To whom does HB 1295 apply?**

All "business entities" (sole proprietorship, partnership, or corporation, regardless if it for profit or a nonprofit entity) that enter into a contract with a "governmental entity" (city, county, public school district, or special purpose district or authority).

#### **How does a business entity comply with HB 1295?**

The Texas Ethics Commission ("TEC") has developed the following prescribed procedures:

- First, the business entity assesses the TEC website at <http://www.ethics.state.tx.us/File/and> completes form 1295 online, making all necessary disclosures required by HB 1295 Business entities will need to create an account the first time they login to the TEC system. Business entities MUST complete the Form 1295 online.
- Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right hand corner of the form.
- Then the business entity executes and notarizes a hard copy of the form and submits it to the governmental entity on or before the award of the contract.

