



EASTLAND COUNTY BID/PROPOSAL PACKET

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NOTICE TO BIDDERS

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TERMS AND CONDITIONS

**EASTLAND COUNTY AUDITOR
EASTLAND COUNTY COURTHOUSE
100 WEST MAIN STREET, SUITE 205
EASTLAND, TEXAS 76448**

PHONE: 254-629-1082 FAX: 254-629-2080
auditor1@eastlandcountytexas.com

NOTICE TO BIDDER

By order of the Commissioners' Court of Eastland County, Texas, the County Auditor will receive bids until **12:00 P.M.**, Wednesday, **June 05, 2019**, for Bulk Gasoline and Diesel fuel to be used by Eastland County for a period of twelve (12) months, beginning June 27, 2019. Funds for payment have been provided through the Eastland County budget approved by the Commissioners' Court for the fiscal year. Bidders must use lump sum pricing. Complete bid specifications are available at Eastland County Auditor's Office or on Eastland County's website www.eastlandcountytexas.com. Bids must be sealed and addressed to Loretta Key, Eastland County Auditor, 100 W. Main Street, Suite 205, Eastland, Texas 76448. Sealed bids must be plainly marked "Bulk Fuel Bid". Bids will be opened in Commissioners' Court on Monday, June 10, 2019, at 9:00 A.M. Eastland County reserves the right to reject any and all bids/proposals.

EASTLAND COUNTY, TEXAS TERMS AND CONDITIONS

1. Bids must give full company name and address of the bidder. Failure to manually sign bid will disqualify bid.
2. **All bidders must complete the “Conflict of Interest Questionnaire”. Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. The completed conflict of interest questionnaire must be filed with the Eastland County Clerk not later than the seventh business day after the response to a request for proposal or bid is submitted. Any questions can be directed to the Texas Ethics Commission in Austin.**
3. **Government Code Chapter 2252, Section 908 states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. Business entities are required to submit a Notice of Disclosure on the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**
4. It is understood that Eastland County, Texas reserves the right to accept or reject any and/or all Bids.
5. All Bids shall be submitted in hard copy paper form and presented in a sealed envelope, plainly marked on the outside with “Bulk Fuel Bid”. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Eastland County Auditor’s Office.
6. Sealed bids will be opened on the date set forth in the Notice to Bidder and/or the Legal Notice.
7. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor’s Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarification may be e-mailed to auditor1@eastlandcountytexas.com or faxed to Eastland County at 254-629-2080. The request must clearly identify the bidder’s company name, point of contact and bid description. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
8. If ownership of your firm should change during the term of this contract, Eastland County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to the Eastland County Auditor’s Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
9. **Proposals shall be based on Oil Price Information Service (OPIS) rates.**
10. Eastland County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes. Appropriate taxes will be added to vendor payments by Eastland County Treasurer’s office.

11. All delivery and freight charges are to be included as part of the bid.
12. The title and risk of loss of the goods shall not pass to buyer until buyer takes possession of the goods at the point(s) of delivery.
13. Escalation and De-escalation: It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor.
14. If delay is foreseen, contractor shall give written notice to the County Auditor. Eastland County has the right to extend delivery date if reasons appear valid. Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
15. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
16. The bid will be awarded to the lowest and best bid and in the best interest of Eastland County. Contracts may be awarded to more than one bidder if it is in the best interest of Eastland County.
17. All bidders will comply with all Federal, State, and local laws relative to conducting business in Eastland County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
18. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Eastland County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
19. Successful Bidder shall submit separate invoices on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Payments shall not be due until the above instruments are submitted after delivery.
20. It is expressly understood and agreed that in case Eastland County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Eastland County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Eastland County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
21. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to current OSHA standards, buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
22. Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Eastland County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

23. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Eastland County Auditor, authorized to do so by the Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.
24. Contract term is a 12-month period beginning June 27, 2019.
25. Either party may terminate the awarded contract with thirty (30) days written notice. Termination notice should be delivered to Eastland County Judge, 100 West Main Street, Suite 203, Eastland, Texas 76448.
26. Under Section 271.905 Texas Local Government Code; the Commissioners' Court reserves the right to award a contract to a qualified local bidder within three (3) percent of the lowest bid.
27. **Invoices will be delivered to respective County Commissioners within 5 days of fuel delivery.**

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

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Respectfully submitted:

Legal Name of Bidder

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address for Correspondence City State Zip Code

Complete Remittance Address (if different from above) City State Zip Code

Telephone Number Fax Number

Authorized Representative's Email Address