

HOUSTON COUNTY, TEXAS
COMMISSIONERS' COURT

In accordance with Articles 262.021 et. seq., Local Government Code and section 81.005 Local Government Code, The Commissioners' Court of Houston County, Texas will receive sealed bids on supplies and materials as follows:

AV Gas Low Lead 100 Aviation Fuel for the Houston County Airport

Houston County has a 6,000 gallon above ground storage tank for aviation fuel location at the Houston County Airport, 149 Airport Road, Crockett, Texas.

Gasoline And/or Diesel Fuel

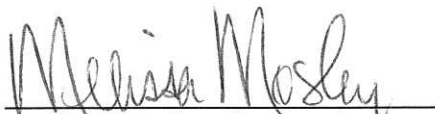
Option (1) - To be delivered monthly, as ordered, to the County Barn of the four Commissioners' Precincts and the Constable Precinct #2 at the former County Jail. For a period of one year beginning April 26, 2017.

AND / OR

Option (2) - "At the Pump" fuel within Houston County as needed during regular working hours (prefer 8 am or earlier to 5 pm or later) to authorized employees of Houston County at your location with detail prescribed billing per fill up for a period of one year beginning April 26, 2017.

Bids will be received at the Houston County Auditor's Office in the Courthouse Annex, Suite 204 **until 12:00 PM, Monday, April 24, 2017** where they will be publicly opened and read aloud on that date and further to be presented by committee at the regular Commissioners Court meeting on April 25, 2017 in the Houston County in the Courtroom, Houston County Annex, Crockett, Texas. All bids shall be labeled with notation in lower left hand corner of envelope as: "Sealed Bid: **Petroleum Products**". You are welcome to be present at the opening of the bids on April 24 as well as the Commissioners' Court meeting on April 25, 2017. Separate bids should be submitted for delivery to each Commissioners' Precinct **only** if there is a difference in price.

Contracts for material and supplies will be awarded to the successful bidder in accordance with the law for receiving bids for such supplies. The Commissioners' Court reserves the right to accept or reject any or all bids. **PLEASE USE ATTACHED FORMS FOR SUBMITTING BIDS.**


Melissa Mosley, County Auditor
Houston County, Texas

**HOUSTON COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT**

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AND / OR

Option (2) – “At the Pump” fuel within Houston County as needed during regular working hours (prefer 8 am or earlier to 5 pm or later) to authorized employees of Houston County at your location with detail prescribed billing per fill up for a period of one year beginning April 26, 2017.

IT IS UNDERSTOOD that the Commissioners Court of Houston County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Houston County.

BIDS MUST BE placed in an envelope, with **each page manually signed where requested by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

SUBMISSION OF BIDS; Sealed bids shall be submitted to :
HOUSTON COUNTY AUDITORS OFFICE
401 EAST GOLIAD, SUITE 204
CROCKETT, TX 75835

Not later than 12:00 PM, Monday, April 24, 2017.

MARK FRONT OF ENVELOPE: “SEALED BID: PETROLEUM PRODUCTS”

ALL BIDS MUST BE RECEIVED IN THE COUNTY AUDITORS OFFICE BEFORE OPENING DATE AND TIME.

CONTRACT: This bid, when properly accepted by Houston County, shall constitute a contract equally binding between the successful bidder and Houston County for a period of one year beginning April 26, 2017. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Houston County Auditor.

FUNDING: Funds for payment have been provided through the Houston County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Houston County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Auditor's Office after submission deadline will be considered void and unacceptable. Houston County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Auditor's Office shall be the official time of receipt. Bids received after expressed date and time will be returned unopened to the bidder.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value no enter into any business arrangement with any employee, official or agent of Houston County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Houston County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

Bids must be submitted using the quantities and units of measure specified by the bid documents. Extension errors in stated prices will be disregarded, and during evaluation the individual unit cost will predominate. Bidders are welcome to suggest changes in quantity, provided better prices or delivery conditions are secured by the County. Suggestions will be considered a valid part of the bid, provided the bidder has also supplied a quotation in the designated quantities and units.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desires. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Invitation To bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Houston County Auditor. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of service.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Houston County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Houston County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Houston County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Houston County from liability, claim or demand on their part, agents., servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Houston County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Houston County reserves the right to award canceled contract to next best bidder as it deems to be in the best interest of the County.

TERMINATION OR DEFAULT: Houston County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Houston County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- 1.) meet delivery or completion schedules;
- 2.) Defaults in the payment of any fees; or
- 3.) otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to exercise any or all of the following rights:

- 1.) Houston County may take possession of the assigned premises and any fees accrued or becoming due to date;
- 2.) Houston County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due;

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Houston County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Houston County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Houston County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Houston County, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. Successful bidder(s) is required to pay subcontractors within ten (10) days.

SALES TAX: Houston County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on county property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Houston County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Houston County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Houston County.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice. Fuels to be supplied under this purchase order shall be free from contamination. The County reserves the right to test fuel quality upon delivery, prior to unloading. Should test results show that fuel contains contamination, it may be rejected.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Houston County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

DELIVERY: All delivery and freight charges (FOB Houston County designated location) are to be included in the bid price for Aviation Fuel and Gasoline/Diesel under **Option 1**. All deliveries are to be made during regular working days, and between the hours of 7:00 AM and 3:00 PM, unless otherwise requested by the County. Deliveries will be made within 24 hours from the time requested by authorized Houston County personnel.

Fuel delivery shall be made from vehicles equipped with State regulated and approved metering devices. Delivery reports shall be furnished in duplicate with one copy left at each delivery location and one copy attached to an itemized statement. Personnel at delivery locations shall "stick" fuel tanks before and after delivery.

Title and Risk of Loss of the goods shall not pass to Houston County until the County actually accepts and takes possession of the goods at the point or points of delivery.

In the event the Supplier is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control. The County reserves the right to purchase these items from the source of its choice without causing the cancellation of this contract.

Supplier will be required to notify the County Official placing an order in the event of unforeseen delays in the delivery of specified shipments. If the Supplier fails to deliver by the specified delivery date or is unable to give acceptable reasons for the delay, Houston County reserves the right to cancel the portion of the order(s) that the Supplier has failed to deliver and purchase it elsewhere, charging the difference in price to the Supplier awarded the contract.

Under **Option 2**, Supplier is to provide fuel at a location within Houston County as needed during regular working hours (prefer 8 am or earlier to 5 pm or later) to the authorized employees of Houston County at your location with detail prescribed billing per fill up. The detail billing should include the date, price per gallon for that day, as well as vehicle unit number, initials and employee identification number and current mileage of vehicle to be provided by the employee.

In the event the Supplier is unable to furnish any fuel needed outside the hours of operation or on an emergency basis, the County reserves the right to purchase these items from the source of its choice without causing the cancellation of this contract.

SPILLAGE AND CLEANUP: The vendor shall be held responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the office that ordered the fuel and clean up the spillage. Failure to do so shall initiate corrective action and back charge to the vendor of any incurred costs.

BID PRICING ON AVIATION FUEL:

The method used to obtain a delivered price for aviation fuel is based on the bulk loading terminal price the day product is delivered **plus** a CONSTANT PRICE quotation which includes the bidders overhead, applicable Federal and State Taxes, and profit, for a TOTAL COST to the County.

BID PRICING ON GASOLINE AND DIESEL:

The method used to obtain a delivered price for gasoline and diesel fuels is based on the bulk loading terminal DAILY RACK AVERAGE, using the unbranded average net price with the Federal Super Fund as quoted by the OPIS DIRECT using HEARNE, TX, the day product is delivered **plus** a CONSTANT PRICE quotation which includes the bidders overhead, State Tax, and profit, for a TOTAL COST to the County.

If there is a charge for providing the OPIS DIRECT report with invoices, this will be indicated on EXHIBIT B. The cost to the county, if any, will be added to the TOTAL FOR PRODUCT calculation in the bid comparison for final evaluation. Payment for the OPIS DIRECT report will be in the form of a reimbursement to the vendor. Vendor will provide a copy of the OPIS invoice along with proof of payment to OPIS.

DAILY RACK AVERAGE:

The daily rack average is an average of the prices posted by the companies using a terminal to store and load out their petroleum products.

The Unbranded Rack Average net price with the Federal Super Fund is posted by Opis Direct each day between 10:00 AM and Noon.

NOTE:

- The Daily Rack Average is used for pricing purposes ONLY. The successful bidder is not restricted to obtain products from any specific terminal.
- The Daily Rack Average shall be the unbranded net quote and shall include the Federal Superfund amount per gallon.
- The prior days quote shall be used when deliveries are made on days that are not quoted.
- Successful bidder shall obtain the rack average price from Opis Direct for him/herself and enclose a copy of it with each bill for the day product is delivered at no additional expense to the County.

CONSTANT PRICE:

The bid constant is the amount per gallon the bidder submits as a constant price.

NOTE:

- Included in the constant figure is all of the bidders overhead costs including delivery to the various precincts and Constable's department, the \$.20 per gallon Texas tax (subject to increase or decrease by the state and adjusted accordingly), and the Profit the bidder adds for him/herself.
- This Constant remains the same throughout the contract period.

TOTAL COST:

The DAILY RACK AVERAGE is added to the CONSTANT PRICE. The result is the TOTAL amount Houston County is to pay on receipt of product.

SEE **EXHIBIT A & B:** (a part of this contract) **MUST BE COMPLETED BY BIDDER.**

REMARKS: _____

NOTE: THIS INVITATION TO BID (ITB) CONTAINS INSTRUCTIONS AND BECOMES THE CONTRACT. THE AUTHORIZED AGENT FOR YOUR COMPANY IS TO SIGN WHERE REQUESTED.

***PAGES 1 THROUGH 8 MUST BE SUBMITTED AND SIGNED
WHERE REQUESTED FOR BID TO BE VALID***

DATE: _____

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

ANY QUESTIONS concerning this invitation to bid and specifications should be directed to the County Auditor's office at 936/544-3255 ext. 234.

EXHIBIT A**BID: TO BE COMPLETED BY BIDDER**

The following materials will meet or exceed your specifications. Prices are effective for a period of one year beginning April 26, 2017.

AV Gas Low Lead 100 Aviation Fuel:

Location of Terminal used for Bid Base: _____

Date of Price: _____

Price at Terminal: \$ _____

Bidder's Markup: \$ _____

Taxes/Fees Per Gallon: \$ 0.3959 per gallon

Federal Excise Tax - \$0.19300

Federal Leaking Underground Storage Tank Tax - \$0.00100

Federal Oil Spill Tax - \$0.00190

Texas State Excise Tax - \$0.20000

\$0.39590 per gallon

Additional Delivery

Fee (if applicable): \$ _____

Total Unit Price: \$ _____

DATE: _____

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT B**BID: TO BE COMPLETED BY BIDDER**
(May choose one OR both options to bid)

The following materials will meet or exceed your specifications. Prices are effective for a period of one year beginning April 26, 2017.

MAXIMUM ANNUAL CHARGE, IF ANY, FOR OPIS DIRECT REPORT \$ _____

OPTION 1 – Bulk Fuel Delivery to Precincts and Constable**GASOLINE:** Gasoline shall contain a detergent package to reduce build up deposits

Regular Unleaded (87 or above Octane)

DAILY RACK AVERAGE Plus a CONSTANT PRICE OF \$._____ per gallon

DIESEL FUEL: *To meet ASTM specifications D396*

Off Road DAILY RACK AVERAGE Plus CONSTANT PRICE OF \$._____ per gallon.

On Road - Sulphur content no more than .05%

DAILY RACK AVERAGE Plus CONSTANT PRICE OF \$._____ per gallon.

OPTION 2 – “At the Pump” fuel for authorized county vehicles including Sheriff’s Office fleet.**GASOLINE:** Gasoline shall contain a detergent package to reduce build up deposits

Regular Unleaded (87 or above Octane)

DAILY RACK AVERAGE Plus a CONSTANT PRICE OF \$._____ per gallon

DIESEL FUEL: *To meet ASTM specifications D396*

On Road - Sulphur content no more than .05%

DAILY RACK AVERAGE Plus CONSTANT PRICE OF \$._____ per gallon.

Number of Locations within Houston County: _____**Address of Locations within Houston County:** _____**Hours of Operation to be considered for use by County Departments:**

Sunday - ____ to ____ Monday - ____ to ____ Tuesday - ____ to ____ Wednesday - ____ to ____

Thursday - ____ to ____ Friday - ____ to ____ Saturday - ____ to ____

Items to be considered when determining lowest and best contract for Option 2 will include, but not limited to, lowest CONSTANT PRICE, distance from the Houston County Justice Center (700 South 4th Street, Crockett, Texas) to the location(s) and hours of availability.

DATE: _____

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____