

COOKE COUNTY BID NO FY24-04 BULK FUEL



COOKE COUNTY BID PACKET

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COOKE COUNTY BID NO FY24-04 BULK FUEL

COOKE COUNTY AUDITOR
COOKE COUNTY COURTHOUSE
101 SO. DIXON STREET
GAINESVILLE, TEXAS 76240
PHONE: 940-668-5431 FAX: 940-668-5442

NOTICE TO BIDDER

By order of the Commissioners' Court of Cooke County, Texas, the County Auditor will receive sealed bids until **2:00 P.M., Thursday, April 11, 2024** for competitive bids on Gasoline and Diesel Fuel to be used by Cooke County for a period of twelve (12) months, beginning April 22, 2024. Funds for payment have been provided through the Cooke County budget approved by the Commissioners' Court for the fiscal year. Bidders must use lump sum pricing. Complete bid specifications are available at the Cooke County Auditor's Office or on Cooke County's website: www.co.cooke.tx.us. Sealed bids must be addressed to Cooke County Auditor's Office, 101 South Dixon, Gainesville, Texas 76240. No electronic bids will be accepted. Sealed bids must be in the office of the County Auditor on or before 2:00 p.m. on Thursday, April 11, 2024 in an envelope plainly marked "Bid No. FY24-04 – Bulk Fuel". Bids will be opened in the Cooke County Commissioners Courtroom located at 101 South Dixon St., Gainesville, Texas, 76240, on Thursday, April 11, 2024 at 2:00 p.m. Cooke County reserves the right to reject any and all bids.

COOKE COUNTY BID NO FY24-04 BULK FUEL

COOKE 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. It must be filed with the Cooke County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Cooke County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation for Bid and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cooke County.
4. All Invitation for Bids shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the bid and name. 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 Cooke County Auditor's Office.
5. Sealed bids will be opened on the date set forth in the Notice to Bidder and/or the Legal Notice.
6. 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 clarifications may be e-mailed to shelly.atteberry@co.cooke.tx.us. 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.
7. The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Bid Specifications.
8. If ownership of your firm should change during the term of this contract, Cooke County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Cooke County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
9. Cooke County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the bid price. All components required to render the item complete, installed, and operational shall be included in the total bid price. Cooke County will pay no additional freight/delivery/installation/set up fees.
11. 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.
12. 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. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the county auditor in advance of any increase in the unit price bid. The county auditor will place the notices on the next Commissioner's Court agenda. Vendor will be notified if the price increase is approved. Cooke County reserves the rights to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

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13. If delay is foreseen, contractor shall give written notice to the county auditor. Cooke 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.
14. 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.
15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/ materials of like quality will be considered. Cooke County shall act as sole judge in determining equality and acceptability of products offered.
16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
17. Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.
18. The bid will be awarded to the lowest and best bid and in the best interest of Cooke County. Contracts may be awarded to more than one bidder if it is in the best interest of Cooke County.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in Cooke 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.
20. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Cooke 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.
21. Upon signing this bid document, an bidder offering to sell supplies, materials, services, or equipment to Cooke County certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
22. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cooke County.
23. Successful Bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Cooke County, Accounts Payable, 101 S. Dixon, Gainesville, Texas 76240. Payments shall not be due until the above instruments are submitted after delivery.

COOKE COUNTY BID NO FY24-04 BULK FUEL

24. It is expressly understood and agreed that in case Cooke County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Cooke 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, Cooke County reserves the right to seek another vendor if, any time, vendor's prices do not conform to public pricing.
25. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on orders by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
26. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
27. 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 OSHA standards, buyer may return the product for correction or replacement at the Sellers 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.
28. Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cooke County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
30. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Cooke 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. Bidders shall acknowledge receipt of all addenda.

COOKE COUNTY BID NO FY24-04 BULK FUEL

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

Federal ID Number (Bidder or Corporation) or Social Security Number (Individual)

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

COOKE COUNTY BID NO FY24-04 BULK FUEL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE USE
ONLY**

Date Received

1. Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

COOKE COUNTY BID NO FY24-04 BULK FUEL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

COOKE COUNTY BID NO FY24-04 BULK FUEL



COOKE COUNTY, TEXAS

SPECIFICATIONS AND CONDITIONS FOR BULK FUEL

SCOPE: This bid is for the purchase of bulk fuels to be delivered to various locations in Cooke County. Bidder must also be able to furnish local storage and dispersing equipment for gasoline and diesel fuel to be used, on Bidder's site, by the Cooke County Sheriff's Department and for the Cooke County Emergency Medical Service 24 hours a day, 7 days a week, 365 days a year. The bidder must furnish programmable and trackable fuel cards for the bidder fuel disbursement system. Bidder fuel system must be able to print fuel receipts at fuel pumps at time of purchase. The quantities listed on the bid invitation are estimates. Cooke County does not guarantee that these are the amounts that will be purchased. Fuel will be purchased on an as needed basis. Approximate gallons of usage for October 1, 2022 through September 30, 2023 were as follows:

| | |
|---------------------------------|-----------------|
| Unleaded (Regular) Ethanol Free | 73,000 Gallons |
| Unleaded (Regular) | 0 Gallons |
| Diesel | 148,000 Gallons |

PRICING: Bid date for market comparison will be March 25, 2024. This contract shall be a discount-from-list type with the prices to be based on a firm cent per gallon discount from the suppliers posted rack price at the time of delivery. This discount shall remain firm for the term of the contract. The term of this contract is twelve (12) months; failure to bid a twelve (12) month contract may result in disqualification of the bid. Contract is for the FY24 fiscal budget year beginning April 22, 2024 through April 21, 2025. The price quoted shall include the following:

- Bid price per gallon
- All appropriate taxes
- Freight charges
- Bidders' profit margin

A copy of the refiners posed rack price and the appropriated OPIS for January 26, 2023, must accompany the bid.

BID AWARD: Cooke County will award this bid, by item or in total, to the bidder who submitted the lowest total price based on appropriate OPIS daily report for April 11, 2024, plus the vendor mark-up (margin of profit and freight charge).

COOKE COUNTY BID NO FY24-04 BULK FUEL

DELIVERY AND INVOICING: A delivery ticket must accompany each shipment and the delivery ticket shall include a terminal fill receipt with gallons shown. Payment shall be based on day of delivery OPIS report for each product delivered. Successful bidder agrees to furnish Cooke County a copy of the appropriate OPIS daily report(s) with each invoice.

Deliveries are to be invoiced separately and each invoice shall designate the department receiving the fuel. Invoice shall be accompanied by a copy of the OPIS report at the time of delivery.

Product Specifications: Fuels to be supplied on this contract shall be identified on the face of the bid invitation and may include any of the following:

1. Regular Unleaded gasoline, ASTM Designation D439 (most recent issue) with a minimum octane rating of 87 (R+M/2 method).
2. Regular Unleaded gasoline Ethanol Free, ASTM Designation D439 (most recent issue) with a minimum octane rating of 87 (R+M/2 method).
3. Ultra-Low Sulfur #2 Diesel Fuel, ASTM Designation D975 (most recent issue with a minimum octane number of 40), with lubricity additives.

DELIVERY LOCATIONS: Delivery locations, storage tank capacities, above or below ground and delivery quantities will vary.

Cooke County PCT 1-1806 Thrasher Rd, Callisburg, TX 76240

Cooke County PCT 2-153 Gibson Ln, Valley View, TX 76272

Cooke County PCT 3-5574 FM 1198, Gainesville, TX 76272

Cooke County PCT 4-127 CR 465, Muenster, TX 76252

ORDERING INFORMATION: Bidder shall indicate, on the bid invitation, the contact information to place delivery orders; this includes the contact name and phone number. Fuel shall be delivered, from the time that the order was placed, within two (2) working days. For the purpose of this contract, working days are Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding County Holidays.

PUMP STATION: The County's Sheriff's Department and Emergency Medical Service require a **LOCAL** pump station with the contracted vendor to be accessible 24 hours a day, 7 day a week, 365 days a year. Pump stations must have programmable and trackable fuel cards issued to each unit for Cooke County. Pump stations must also have receipts available at fuel pumps at time of purchase.

Product Specifications: Fuels to be supplied on this contract shall be identified on the face of the bid invitation and may include any of the following:

1. Regular Unleaded gasoline, ASTM Designation D439 (most recent issue) with a minimum octane rating of 87 (R+M/2 method).

COOKE COUNTY BID NO FY24-04 BULK FUEL

2. Regular Unleaded gasoline Ethanol Free, ASTM Designation D439 (most recent issue) with a minimum octane rating of 87 (R+M/2 method).
3. Ultra-Low Sulfur #2 Diesel Fuel, ASTM Designation D975 (most recent issue with a minimum octane number of 40), with lubricity additives.

FAILURE TO DELIVER: Cooke County reserves the right to purchase product on the open market, with no penalties or cancellation by the vendor, if delivery is not made within the specified time set forth in this contract. The County will bill the vendor the difference between the price in the contract and the open market price. Cooke County also reserves the right to cancel the contract for failure to perform to the specifications of the contract.

SPILLAGE AND CLEAN UP: The vendor shall be held responsible for all spillage that may occur during transit and unloading operations. Vendor shall clean up and report any and all spillage immediately and report said spillage and clean up to the Cooke County Environmental Department, at 940.668.5454. Failure to do so shall initiate corrective action and back charge to the vendor for any incurred costs by the County.

QUALIFICATIONS OF BIDDER: Bidders must, at Cooke County's request, furnish satisfactory evidence of their ability to furnish the products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination of the bidder's ability to furnish products or services.

Cooke County is prohibited from contracting with companies who boycott Israel and from investing in companies that boycott Israel.

Cooke County may not enter into a contract with a company that does business with Iran, Sudan, or any known terrorist organization.

COOKE COUNTY BID NO FY24-04 BULK FUEL

**COOKE COUNTY, TEXAS
 BID SHEET -BULK FUEL - BIDDER FORM**

All prices are per gallon.

Bid date for market comparison will be April 11, 2024.

BULK FUEL DELIVERY AND AT THE PUMP

DELIVERED

| | REGULAR UNLEADED | REGULAR UNLEADED ETHANOL FREE | ULTRA LOW SULFUR CLEAR #2 DIESEL |
|-----------------------------|-------------------------|--|---|
| LAI D IN PRICE | | | |
| FUEL TAXES | | | |
| FREIGHT CHARGE | | | |
| MARGIN OF PROFIT | | | |
| TOTAL PRICE | | | |

AT THE PUMP

| | REGULAR UNLEADED | REGULAR UNLEADED ETHANOL FREE | ULTRA LOW SULFUR CLEAR #2 DIESEL |
|-----------------------------|-------------------------|--|---|
| LAI D IN PRICE | | | |
| FUEL TAXES | | | |
| FREIGHT CHARGE | | | |
| MARGIN OF PROFIT | | | |
| TOTAL PRICE | | | |

COOKE COUNTY BID NO FY24-04 BULK FUEL



**COOKE COUNTY AUDITOR
COOKE COUNTY COURTHOUSE
101 SO. DIXON STREET
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PHONE: 940-668-5431 FAX: 940-668-5442**

LEGAL NOTICE

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ATTENTION: CLASSIFIEDS
BILL TO: COOKE COUNTY
Auditor's Office

NOTICE TO PUBLISHERS: Please publish in your issue on Saturday March 30, 2024 and Saturday, April 6, 2024.

NEWSPAPER: Gainesville Daily Register

DATE: March 25, 2024

COOKE COUNTY BID NO FY24-04 BULK FUEL

The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by Commissioner's Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please submit your completed and notarized form with your bid packet.

COOKE COUNTY BID NO FY24-04 BULK FUEL

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 Cooke 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

COOKE COUNTY BID NO FY24-04 BULK FUEL

COOKE COUNTY PURCHASING DEPARTMENT

CHAPTER 2252 CERTIFICATION

On this day, I _____, the Purchasing Agent for Cooke County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or PO number

CERTIFICATION CHECK PERFORMED BY:

PURCHASING AGENT

DATE