

TRINITY COUNTY TEXAS

NOTICE OF BIDS

BID NUMBER 2025-03.25

The Trinity County Commissioner's Court is accepting Bids for the **Fiscal Years 2025-2026** purchase of:

- Off-Road Diesel
- On-Road Diesel
- Unleaded Gasoline

Specifications and required submittal forms may be obtained by contacting the Trinity County Auditor's Office, Trinity County Courthouse – 162 W. First St., 3rd Floor, Groveton, TX 75845 (936-642-2233) or found on the Trinity County Website www.co.trinity.tx.us under Bid Notices and Proposals. Eligible bids must be submitted on the form provided by the County. Bids must be sealed and identified on the exterior of the envelope as "**Fuel**" and received at the office of the County Auditor by **May 8th, 2025, no later than 4:00 PM.**

The subject bids are scheduled to be opened, read and awarded in the Trinity County Commissioners Court session to be held on **May 13th, 2025**, at 9:00 a.m., in the Trinity County Commissioner's Courtroom, 1st Floor of the Trinity County Courthouse, 162 W 1st St. Groveton, Texas. The Trinity County Commissioners Court reserves the right to reject any and all bids or to accept the bid deemed to serve the best interest of the County. You are welcome to be present at this Commissioner's Court meeting.

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the County Auditor's Office by the deadline stated above. Bids may be hand delivered, shipped via UPS/FedEx courier services to Trinity County Auditor, 162 W. 1st St. 3rd Floor, Groveton, Texas 75845, or via U.S. Postal Service to Trinity County Auditor, PO Box 1030, Groveton, TX 75845. All bids must be in a sealed envelope clearly marked with the bid item, name of contractor and opening date on the outside of the envelope.
2. Bids received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Trinity 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. **No email or fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Trinity County Auditor and the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. 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.
7. Invoices shall be sent directly to the Trinity County Auditor's Office, PO Box 1030, Groveton, Texas 75845. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Trinity County terms of invoice are net thirty (30) days from statement date.

9. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in yearly increments.

10. 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 the contractor 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.

11. If quantities are indicated in the bid, they are estimated based upon information at the time bids are requested, unless otherwise stated in the specifications. 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.

12. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by the 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 Contractor's sole remedy under this circumstance.

13. The bid award shall be based on, but not necessarily limited to the following factors:
 - a. Total price
 - b. Special needs and requirements of Trinity County Trinity
 - c. County's evaluation of Contractor's ability
 - d. Contractor's past performance record with any Texas County

14. 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 unless agreed upon by both parties.

15. The Contractor shall make himself familiar with and always shall observe and comply with all federal, state, and local laws, ordinances, and regulations that, in any manner, affect the conduct of the work.

16. All insurance requirements, including workers' 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.

17. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Trinity County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Trinity County, Texas.

18. 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.

19. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

20. This bid, when properly accepted by Trinity County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Trinity County. No different or additional terms will become part of this contract.

- 21. THE CONTRACTOR 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 CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**

22. 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.

23. If the Contractor 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.

24. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

Trinity County Commissioner's Court

SPECIFICATIONS

1. **Bid Purchase:** 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, Trinity 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.
 - a. The County reserves the right to purchase materials/supplies from another supplier if the successful bidder cannot fill an order when needed.

2. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Trinity County, Texas as certificate holder, should be provided prior to the beginning of any services being rendered.
 - a. Certificate of Insurance Requirements to specify the following limits:
 - i. Commercial Liability: \$1,000,000 / Occurrence \$1,000,000 General Aggregate
 - ii. Business Auto Liability: \$1,000,000 CSL including hired and no-owned coverage
 - iii. Workers Compensation and/or Employer's Liability:
\$100,000/\$500,000/\$100,000

3. **HB 1295** - Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. Business entities MUST complete Form 1295 online prior to contracting with Trinity County.
 - a. 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.
 - b. The business entity must then execute a hard copy of the form and submit it to Trinity County with the submitted bid documents. Failure to submit Form 1295 with bid documents will result in disqualification.
 - c. Example form attached as Addendum A

4. **HB 89** - Beginning September 1, 2017, a new state law prohibits contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Form attached as Addendum B

5. **Conflict of Interest Questionnaire** - Beginning January 1, 2006, a new state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict-of-Interest Questionnaires by individuals and businesses. The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Trinity County Commissioners' Court members and other elected/appointed officials.
 - a. The law applies to:
 - i. Businesses and individuals who contract with Trinity County,
 - ii. Businesses and individuals who seek to contract with Trinity County, (regardless of whether a bidder is awarded the contract), and
 - iii. Agents who represent such businesses in their business dealings with Trinity County.
 - b. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.
 - c. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. Form attached as Addendum C
6. **Request for Taxpayer Identification Number and Certification** - Vendor must complete a W-9 Form as attached with bid documents. Form attached as Addendum D
7. The successful bidder shall agree to furnish the items bid for the period beginning June 1, 2025, of fiscal year 2024-2025 through September 30, 2026, of fiscal year 2025-2026. Thereafter, the normal extension period shall be in one (1) year increments or at the County's discretion, extended for two (2) years. The contract renewal shall be in writing and shall be signed by both parties prior to the expiration of this contract.
8. For bidding purposes, enter the refiner's posted" terminal price" for the date **May 1, 2025**, in the space designated on the bid form. The terminal price shown must be confirmed on the refiner's letterhead or other identifiable pricing documentation and attached to the bid. Fluctuation in the posted terminal price shall be allowed throughout the term of this purchase agreement. A purchase agreement shall be based upon the refiner's posted terminal price at the time of delivery. (Posted terminal price is defined as the cost per gallon to the bidder, FOB, the refiner's depot).
9. The Bidder must apply for and secure exemption from federal tax on gasoline and diesel fuel to prevent the county from paying said federal tax.
10. The selling price shall be the total of; the posted terminal price, all applicable fees, all freight charges and the bidder's profit margin.

11. The “constant” shall be the difference between the posted terminal price and the selling price, as they are quoted and entered in the spaces provided on the bid form. Increase in the constant shall not be allowed throughout the term of the purchase agreement.
12. Bidder’s “selling price”, per gallon, shall be entered in the appropriate space on the bid form. The low bid shall be determined based upon any posted terminal price the bidder may select within the time frame specified herein.
13. Gasoline and diesel fuel must be from a major refiner such as Chevron, Exxon, Texaco, Shell, Mobil, or other equal quality refiner. This provision is in no way intended to limit competition but is intended to assure delivery of quality products for use by the county.
14. **Bidders shall furnish fuel tank monitoring systems** that will provide real-time monitoring of fuel levels in tanks. Equipment must meet safety standards for hazardous environments as well as providing documentation of compliance with relevant industry regulations and procedures.
15. **Bidders will provide an itemized description of equipment and/or services proposed to be provided to the County in the space on the bid form.** If additional space is required for description or listing of these items/services – bidder will provide a summarized statement/list within the space and will attach such additional information to the bid, noting said attachment.
16. The successful bidder shall furnish and maintain any/all equipment required to dispense fuel at more than one location (approximately 4). Such equipment shall equal or exceed the quality and condition of equipment currently in place.
- 17. Delivery to Precinct Barns and Sheriff:**
 - a. 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.
 - b. 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.

c. Locations for Deliveries:

- i. Road & Bridge Precinct 1 - 202 E. Front St Groveton, TX 75845
- ii. Road & Bridge Precinct 3 - 9111 S. State Hwy 94 Trinity, TX 75862
- iii. Road & Bridge Precinct 4 – 980 Centerville Cut-Off Road Pennington, TX 75856
- iv. Trinity County Sheriff - 214 W. 1st St Groveton, TX 75845

**TRINITY COUNTY, TEXAS
Road & Bridge Precincts**

MUST BE SIGNED AND SUBMITTED AS A BID COVER SHEET

BID#: 2025-03.25: GASOLINE & DIESEL FUEL

NAME OF BIDDER: _____

Address: _____

Phone: _____ Fax: _____

Hereby submit the following bid/s;

GASOLINE AND DIESEL					
Type	Specification	Brand	Terminal Price	Constant	Selling Price
UNLEADED GASOLINE	Regular (87 Octane min.)				
UNLEADED GASOLINE	Plus Specify Octane:				
DIESEL	40 Octane Minimum				
DIESEL	Off-Road				

Specify (below) any equipment, repairs and or other related services to be furnished by Bidder;

“I verify this bid to be in accordance with the Notice and the Instructions to Bidders, that I have read the foregoing information and specification and that I shall carry out all requirements detailed within the same”.

Authorized Signature of Bidder: _____

Printed Name

Title

Date

TRINITY COUNTY, TEXAS
162 W 1ST ST, GROVETON, TX 75845
(936) 642-1746 fax (936) 642-1046
DANNY MARTIN, COUNTY JUDGE

CONTRACT

STATE OF TEXAS

COUNTY OF TRINITY

WHEREAS, the attached "Bid Package" which includes the **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 **Trinity County Commissioners Court as the governing body of Trinity County did on , award a contract to**

(Contractor/Bidder)

For furnishing and hauling the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered by Trinity County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor 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) they conform, (2) they were delivered (if applicable), and (3) 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

No amendment, modification or alteration 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.

CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/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.

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Trinity County.

IN TESTIMONY WHEREOF: Witness our hands at Trinity County, Texas, effective as of the date awarded above, if any.

TRINITY COUNTY

BY _____
Danny Martin, County Judge

ATTEST: _____
Shasta Bergman, County Clerk

CONTRACTOR

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

**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 Commissioner's Court and signed by both parties.

ADDENDUMS:

(to be included in Bid Package)

Addendum "A" – Form 1295 (1 page)

Addendum "B" – House Bill 89 (1 page)

Addendum "C" – Conflict of Interest Questionnaire (2 pages)

Addendum "D" – Form W-9 (1 pages)