



FANNIN COUNTY, TEXAS

INVITATION TO BID FOR FUEL AND OIL

BID #2024-014

This invitation to bid/bid sheets are for your convenience in bidding for the County to purchase **Fuel and Oil** for all Precincts and Sheriff's Office of Fannin County as follows:

Sealed bids shall be received no later than 3:00 pm, December 10, 2024 in the Fannin County Purchasing Agent's Office, 101 E. Sam Rayburn Dr. Suite 313, Bonham, TX 75418.

Bids will be opened at the Fannin County Purchasing Office, 101 East Sam Rayburn, Suite 313, Bonham, Texas 75418 on **December 10, 2024 at 3:15 PM**. All bids received after the above mentioned date and time will be returned unopened and shall be considered void and unacceptable.

Notification for bidding to supply Fuel and Oil for Fannin County has been properly advertised as required by law. Bid forms containing required specifications shall be furnished to person or firms requesting the forms from:

Fuel and Oil for Fannin County-All Precincts and Sheriff's Office

Below Specifications and Bid Sheets:

GENERAL: It is the intent of the following specifications to describe Gasoline, Diesel Fuel and Oil needed by Fannin County for the contract year of 2024-2025 with the option to renew for two (2) additional terms of twelve (12) month periods.

DELIVERY LOCATION: All commodities are to be delivered directly to Fannin County location releasing the supplies for delivery.

PRICE: Due to the fluctuation of fuel and oil prices, Fannin County is requesting that bidders structure their bid to include the "current published" cost of fuels and bulk oil effective December 10, 2024 prior to the bid closing date, and their "profit margin". In this manner, prices for this annual contract shall be tied to a "cost / plus basis", accountable to the published costs. A copy of the rack price sheet from which the bid pricing is based upon shall be included in the bid packet. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

IF DURING the life of the contract, the successful bidder's net prices to other customers for fuel & oil

awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Fannin County.

FUELS: All fuels delivered under this contract will be high quality volatile hydrocarbon fuels free from any foreign substances or water, or any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets.

TEMPERATURE ADJUSTMENT: The successful bidder shall make compensation for change in temperature of fuel at loading point at the time the fuel was unloaded into the transport and must show the correction and adjustment made in gallons delivered to each entity using 60° F as the normal temperature reading. The bidder shall state in his bid the method for making such adjustments for temperature. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

Any violation of the above specifications by the successful bidder will constitute just cause for the Commissioners Court to cancel the contract should it so desire.

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin 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 shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

Fannin County reserves the right to accept and or reject any and all bids.

RETURN BID TO:

**Fannin County Purchasing
101 East Sam Rayburn, Suite 313
Fannin County Courthouse
Bonham, TEXAS 75418**

Sealed bids shall be received no later than:

3:00 P.M., Tuesday, December 10th, 2024

MARK ENVELOPE: "BID #2024-014 Fuel and Oil -All Precincts and Sheriff's Office"

BID SHEET FOR FUEL

LOCATION:
FANNIN COUNTY SHERIFF'S DEPARTMENT FUEL STOP 2375
SILO ROAD
BONHAM, TEXAS 75418

REGULAR UNLEADED GASOLINE (AT LEAST 87 OCTANE RATING): F.O.B. SHERIFF'S DEPT. FUEL STOP

VENDOR RACK PRICE PER GALLON 12/10/2024: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____

TOTAL PRICE PER GALLON 12/10/2024: _____

COMPANY NAME _____
ADDRESS _____
PHONE _____
DATE _____

COMPANY NAME/DATE _____

BID SHEET FOR FUEL

LOCATION:

FANNIN COUNTY PRECINCT #1

8665 HIGHWAY 56 WEST

SAVOY, TEXAS 75479

REGULAR UNLEADED GASOLINE (AT LEAST 87 OCTANE RATING): F.O.B. COUNTY BARN

VENDOR PRICE PER GALLON 12/10/2024: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

DIESEL FUEL (#2) ON HIGHWAY: LS
Meets or exceeds ASTM specification D975.

VENDOR PRICE PER GALLON 12/10/2024: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

OFF ROAD DIESEL FUEL F.O.B. COUNTY BARN
Ultra Low Sulfur with Red Dye:

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #1
8665 HIGHWAY 56 WEST
SAVOY, TEXAS 75479

PRICE PER CASE/DRUM F.O.B. COUNTY BARN

EXXON:

DRUM XD 3-30	_____
DRUM 15W40	_____
DRUM DEXRON III	_____
DRUM TORQUE FLUID 56	_____
1/5 TORQUE FLUID 56	_____
6/1 ANTI-FREEZE	_____
10/1 RONEX GREASE	_____

MOBIL:

MOBIL GREASE HP 35#	_____
MOBIL GREASE CARTRIDGE	_____
MOBIL 423	_____
MOBIL UNIVERSAL ATF	_____
MOBIL HD 30	_____
THUBAN 90	_____
DELVAC 1330	_____
ANIT-FREEZE	_____

TEXACO:

URSA SUPER PLUS	_____
HAVOLINE 30W	_____
HAVOLINE 40W	_____
HAVOLINE 10W40	_____
MULTI GEAR 80 – 90	_____
ANTI-FREEZE	_____

OTHER:

FUEL ADDITIVES	_____
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COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #1
8665 HIGHWAY 56 WEST
SAVOY, TEXAS 75479

PRICE PER BULK PRODUCTS F.O.B. COUNTY BARN

SHELL:
RIMULA PREMIUM 15W40
DIESEL AND GASOLINE ENGINE OIL

DONAX TD
TRACTOR DRIVE TRAIN, HYDRAULIC, AND WET-BRAKE FLUID

ROTELLA T 30 WT
DIESEL AND GASOLINE ENGINE OIL

PRODUCT CONTAINERS:

	<u>YES</u>	<u>NO</u>	<u>PRICE</u>	<u>COMMENT</u>
LEASE	_____	_____	_____	_____
PURCHASE	_____	_____	_____	_____
PROVIDE	_____	_____	_____	_____

COMPANY NAME/DATE _____

BID SHEET FOR FUEL

LOCATION:

FANNIN COUNTY PRECINCT #2

500 NORTH HWY. 69

LEONARD, TX 75452

REGULAR UNLEADED GASOLINE (AT LEAST 87 OCTANE RATING): F.O.B. COUNTY BARN

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/2024: _____

DIESEL FUEL (#2) ON HIGHWAY: LS
Meets or exceeds ASTM specification D975.

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

OFF ROAD DIESEL FUEL F.O.B. COUNTY BARN
Ultra Low Sulfur with Red Dye:

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #2
500 NORTH HWY. 69
LEONARD, TX 75452

PRICE PER CASE/DRUM F.O.B. COUNTY BARN

EXXON:

DRUM XD 3-30	_____
DRUM 15W40	_____
DRUM DEXRON III	_____
DRUM TORQUE FLUID 56	_____
1/5 TORQUE FLUID 56	_____
6/1 ANTI-FREEZE	_____
10/1 RONEX GREASE	_____

MOBIL:

MOBIL GREASE HP 35#	_____
MOBIL GREASE CARTRIDGE	_____
MOBIL 423	_____
MOBIL UNIVERSAL ATF	_____
MOBIL HD 30	_____
THUBAN 90	_____
DELVAC 1330	_____
ANIT-FREEZE	_____

TEXACO:

URSA SUPER PLUS	_____
HAVOLINE 30W	_____
HAVOLINE 40W	_____
HAVOLINE 10W40	_____
MULTI GEAR 80 – 90	_____
ANTI-FREEZE	_____

OTHER:

FUEL ADDITIVES	_____
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COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #2
500 NORTH HWY. 69
LEONARD, TX 75452

PRICE PER BULK PRODUCTS F.O.B. COUNTY BARN

SHELL:
RIMULA PREMIUM 15W40
DIESEL AND GASOLINE ENGINE OIL

DONAX TD
TRACTOR DRIVE TRAIN, HYDRAULIC, AND WET-BRAKE FLUID

ROTELLA T 30 WT
DIESEL AND GASOLINE ENGINE OIL

PRODUCT CONTAINERS:

	<u>YES</u>	<u>NO</u>	<u>PRICE</u>	<u>COMMENT</u>
LEASE	_____	_____	_____	_____
PURCHASE	_____	_____	_____	_____
PROVIDE	_____	_____	_____	_____

COMPANY NAME/DATE _____

BID SHEET FOR FUEL

LOCATION:

FANNIN COUNTY PRECINCT #3

18101 EAST FM 1396

HONEY GROVE, TX 75446

REGULAR UNLEADED GASOLINE (AT LEAST 87 OCTANE RATING): F.O.B. COUNTY BARN

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

DIESEL FUEL (#2) ON HIGHWAY: LS
Meets or exceeds ASTM specification D975.

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

OFF ROAD DIESEL FUEL F.O.B. COUNTY BARN
Ultra Low Sulfur with Red Dye:

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #3
18101 EAST FM 1396
HONEY GROVE, TX 75446

PRICE PER CASE/DRUM F.O.B. COUNTY BARN

EXXON:

DRUM XD 3-30	_____
DRUM 15W40	_____
DRUM DEXRON III	_____
DRUM TORQUE FLUID 56	_____
1/5 TORQUE FLUID 56	_____
6/1 ANTI-FREEZE	_____
10/1 RONEX GREASE	_____

MOBIL:

MOBIL GREASE HP 35#	_____
MOBIL GREASE CARTRIDGE	_____
MOBIL 423	_____
MOBIL UNIVERSAL ATF	_____
MOBIL HD 30	_____
THUBAN 90	_____
DELVAC 1330	_____
ANIT-FREEZE	_____

TEXACO:

URSA SUPER PLUS	_____
HAVOLINE 30W	_____
HAVOLINE 40W	_____
HAVOLINE 10W40	_____
MULTI GEAR 80 – 90	_____
ANTI-FREEZE	_____

OTHER:

FUEL ADDITIVES	_____
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COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #3
18101 EAST FM 1396
HONEY GROVE, TX 75446

PRICE PER BULK PRODUCTS F.O.B. COUNTY BARN

SHELL:
RIMULA PREMIUM 15W40
DIESEL AND GASOLINE ENGINE OIL

DONAX TD
TRACTOR DRIVE TRAIN, HYDRAULIC, AND WET-BRAKE FLUID

ROTELLA T 30 WT
DIESEL AND GASOLINE ENGINE OIL

PRODUCT CONTAINERS:

	<u>YES</u>	<u>NO</u>	<u>PRICE</u>	<u>COMMENT</u>
LEASE	_____	_____	_____	_____
PURCHASE	_____	_____	_____	_____
PROVIDE	_____	_____	_____	_____

COMPANY NAME/DATE _____

BID SHEET FOR FUEL

LOCATION:

FANNIN COUNTY PRECINCT #4

1369 EAST HWY. 56

BONHAM, TX 75418

REGULAR UNLEADED GASOLINE (AT LEAST 87 OCTANE RATING): F.O.B. COUNTY BARN

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

DIESEL FUEL (#2) ON HIGHWAY: LS
Meets or exceeds ASTM specification D975.

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

OFF ROAD DIESEL FUEL F.O.B. COUNTY BARN
Ultra Low Sulfur with Red Dye:

VENDOR PRICE PER GALLON 12/10/24: _____
TRANSPORTATION: _____
STATE TAX: _____
OTHER TAXES: _____
PROFIT: _____
TOTAL PRICE PER GALLON 12/10/24: _____

COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #4
1369 EAST HWY. 56
BONHAM, TX 75418

PRICE PER CASE/DRUM F.O.B. COUNTY BARN

EXXON:

DRUM XD 3-30	_____
DRUM 15W40	_____
DRUM DEXRON III	_____
DRUM TORQUE FLUID 56	_____
1/5 TORQUE FLUID 56	_____
6/1 ANTI-FREEZE	_____
10/1 RONEX GREASE	_____

MOBIL:

MOBIL GREASE HP 35#	_____
MOBIL GREASE CARTRIDGE	_____
MOBIL 423	_____
MOBIL UNIVERSAL ATF	_____
MOBIL HD 30	_____
THUBAN 90	_____
DELVAC 1330	_____
ANIT-FREEZE	_____

TEXACO:

URSA SUPER PLUS	_____
HAVOLINE 30W	_____
HAVOLINE 40W	_____
HAVOLINE 10W40	_____
MULTI GEAR 80 – 90	_____
ANTI-FREEZE	_____

OTHER:

FUEL ADDITIVES	_____
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COMPANY NAME/DATE _____

BID SHEET FOR OIL
(same as or equal to)

FANNIN COUNTY PRECINCT #4
1369 EAST HWY. 56
BONHAM, TX 75418

PRICE PER BULK PRODUCTS F.O.B. COUNTY BARN

SHELL:
RIMULA PREMIUM 15W40
DIESEL AND GASOLINE ENGINE OIL

DONAX TD
TRACTOR DRIVE TRAIN, HYDRAULIC, AND WET-BRAKE FLUID

ROTELLA T 30 WT
DIESEL AND GASOLINE ENGINE OIL

PRODUCT CONTAINERS:

	<u>YES</u>	<u>NO</u>	<u>PRICE</u>	<u>COMMENT</u>
LEASE	_____	_____	_____	_____
PURCHASE	_____	_____	_____	_____
PROVIDE	_____	_____	_____	_____

BID FORM

THIS BID FORM IS REQUIRED TO BE SUBMITTED AND SIGNED BY THE INDIVIDUAL THAT IS AUTHORIZED TO EXECUTE CONTRACTS FOR THE COMPANY.

I, WE, _____ (COMPANY NAME)

_____ (ADDRESS)

_____ (PHONE)

HEREBY AGREE TO DELIVER TO THE COUNTY OF FANNIN, TEXAS, FUEL AND OIL IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.

SIGNATURE

PRINT NAME

TITLE

DATE

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. The period of acceptance of this bid will be no more than sixty (60) calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and

for the State of _____, on this day personally appeared

_____, who
(name) after being by me duly sworn, did depose and say:

"I, _____ am a
(name)

duly authorized officer of/agent for _____;
(name of firm)

and have been duly authorized to execute the foregoing

on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the goods/services bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

_____ Telephone # _____

by: _____ Title: _____

(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____

_____ on

this the _____ day of _____ 20__.

Notary Public in and for _____
the State of _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ TELEPHONE NO.: _____

CONTACT PERSON: _____ TITLE: _____

2. COMPANY NAME: _____

ADDRESS: _____ TELEPHONE NO.: _____

CONTACT PERSON: _____ TITLE: _____

3. COMPANY NAME: _____

ADDRESS: _____ TELEPHONE NO.: _____

CONTACT PERSON: _____ TITLE: _____

Bidder Shall Sign and Return Pages 1 through 23 of Bid Package and All Documentation Required by the Invitation for Bid.

NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED

Additional Terms and Conditions:

Pursuant to Government Code 2252.908 in regards to HB 1295 filing of application of Certificate of Interested Parties (Form 1295) shall be completed and included within bid package or said bid shall not be considered. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

[1295 Filing Info](#)

Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel: and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.**

I, (authorized official) _____, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel

List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Signature Date

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

2. "Company" means a for-profit organization, association, corporation, and partnership, joint venture, limited partnership, limited liability partnership, or 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. **Therefore the included Chapter 2274 Texas Government Code Firearm Verification Form shall be included within bid package or said bid shall not be considered.**

Firearm Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm

trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between a governmental entity and a sole proprietor; or
- is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between Fannin County and the Company.

Date

Signature

Pursuant to Chapter 2276 and Section 2276.002 of the Texas Government Code: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2276 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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

EXCLUSION FROM CHAPTER 2276 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2276 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;

- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between Fannin County and the Company.

Date

Signature

NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED.

FUNDING: Funds for payment have been provided through the Fannin 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 Fannin County fiscal year shall be subject to budget approval.

COOPERATIVE PURCHASING: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Fannin County and successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Fannin County shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

LATE BIDS: Bids received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any 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 cancelled by the bidder 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.

SALES TAX: Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

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 Fannin County Purchasing Agent.

IF DURING the life of the contract, the successful bidder's net prices to other customers for commodities awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Fannin

DELIVERY: All delivery and freight charges (FOB Fannin County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place commodity(ies) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order.

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, Subtitled C, Chapter 171.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Fannin County.

EXCEPTION/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. Fannin County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

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

BID MUST COMPLY with all federal, state, county and local laws concerning this type of commodity(ies).

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL COMMODITIES must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

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.

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

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

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin 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 shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

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

TERMINATION FOR DEFAULT: Fannin 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. Fannin County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of Fannin County, by an agent so designated, without expense to Fannin County.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Fannin County Purchase Order number, and (d) descriptive information as to the commodity(ies) delivered, including product code, item number, quantity, number of containers, etc..

INVOICES shall show all information as stated above and shall be mailed directly to the Fannin County Auditor's Office, 101 E. Sam Rayburn, Suite 303, Bonham, Texas 75418.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

SAMPLES: When requested, samples shall be furnished free of expense to Fannin County.

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

REMEDIES: The successful bidder and Fannin 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 Fannin 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 Fannin County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

Fannin County reserves the right to reject bids and refuse to contract with person (s) indebted to the County under LGC 262.0276.

ANY QUESTIONS concerning this Invitation for Bid and Specifications should be directed to the Purchasing Department at (903) 583-0054, Julie Criswell - Purchasing Agent.

ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED TO THE SENDER UNOPENED. THE FANNIN COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. EACH BID SUBMITTED MUST BE PROPERLY SIGNED.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY FANNIN COUNTY COMMISSIONERS' COURT.

PREFERENTIAL REQUIREMENT: The County of Fannin, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located:
 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes no
 - c.) if "yes", what is that dollar increment or percentage?

HAVING READ AND UNDERSTOOD THE INSTRUCTIONS, TERMS, CONDITIONS, SPECIFICATIONS AND INVITATION TO BID, WE SUBMIT THE FOLLOWING IN RESPONSE TO FORMAL BID INVITATION AND HEREBY FURTHER AGREE TO PROVIDE TO THE COUNTY ANY AND ALL INVOICES IT MAY REQUIRE FOR PRICING VERIFICATION UNDER THIS CONTRACT:

Any questions concerning this bid are directed to Julie Criswell, Fannin County Purchasing Agent at 903-583-0054