

**COMPETITIVE BIDDING NOTICE
INVITATION TO BID**

The County of Waller proposes to purchase the following items on competitive bid:

GASOLINE AND DIESEL FUELS

Bids will be received by the Waller County Auditor, Alan Younts, until 2:00 p.m., November 21, 2016 in the office of County Auditor at 836 Austin Street, Suite 221, Hempstead, Texas 77445. Bids shall be opened by the County Official who makes Purchases for the County at 9:00 a.m. November 23, 2016, in the Waller County Courtroom, Hempstead, Texas 77445. The Court shall award the contract on December 14, 2016, at 9:00 a.m., in the Waller County Courtroom, during open session of Commissioners' Court to the responsible bidder who submits the lowest and best bid.

A contract shall not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award, and is given an opportunity to appear before the Commissioners' Court and present evidence concerning the lower bidder's responsibility.

Bid award shall be based on either unit price or lump sum as indicated on the BID SHEET.

Method of payment will be by check upon completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Specifications and Bid Forms may be downloaded from the Waller County web site or obtained in the office of the County Auditor by applying to:

ALAN YOUNTS
County Auditor
836 Austin Street, Suite 221
Hempstead, Texas 77445

GENERAL REQUIREMENTS

VENDOR INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

BID RETURNS

Bidder must return all completed bids to the Waller County Auditor's office at 836 Austin Street, Suite 221, Hempstead, Texas 77445 before 2:00 P.M. by the time clock in the County Auditor's office. BIDS RECEIVED AFTER 2:00 P.M. DEADLINE WILL BE MARKED AS SUCH.

BID FORM COMPLETION

Fill out completely and return **ONE ORIGINAL AND TWO (2)** copies of bid forms, in a sealed envelope plainly identified as **Bid on Gasoline and Diesel Fuels** to the office of the County Auditor. An authorized company representative must sign and have notarized the **CERTIFICATION AND COMPLIANCE** and the **BIDDERS CERTIFICATE** as part of the Bid forms. The **TERM CONTRACT** shall be signed when bid is submitted or at the time bid is awarded in court.

AWARD

Waller County reserves the right to award this contract **TO THE RESPONSIBLE BIDDER WITH THE LOWEST AND BEST BID** as determined by the County in accordance with laws of the State of Texas, to waive any formality or irregularity, to make award to more than one bidder, to reject all bids or require new bids if in the best interest of the County. By law, Waller County is not obligated to accept a non-compliant bid.

CONTRACT FULFILLMENT

Waller County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Waller County. All supplemental agreements are subject to approval by the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Special Provisions and Requirements.

PRICING:

Waller County will ordinarily accept certifiable price increases during the term of this contract.

However, the contractor must petition the County Auditor in writing 45 days prior to the price increase becoming effective. Within those 45 days, the Auditor will notify the County Engineer of the petition and it will be determined whether the Waller County Commissioners' Court accepts the price increase or rejects it. Within 45 days of the petition, the Bidder will be sent, via certified mail, hand delivery or fax, notice of acceptance or rejection of the increase. If it is accepted, an addendum to the contract will be generated and attached to the contract. If it is rejected, the Bidder has 10 days to make a determination between the two options:

1. to continue the work under the provisions of the original contract; or
2. to terminate the contract.

If the bidder chooses option 1, the contract continues in the usual manner. If option 2 is chosen, the contract continues until the original 45-day period of time is completed. The County must go out for bids again. At that time, the Bidder can submit a bid packet for the work or supplies.

TERMINATION OF AGREEMENT:

This contract may be terminated by Waller County, at its option, upon 15 days notice in writing. It may also be terminated if the price increase petition submitted by the Bidder is rejected and the Bidder does not wish to continue working under the provisions of the original contract. (Bidder must continue working under the original contract for the 45-day period after submission of the price increase petition).

The contract may also be terminated by Bidder upon 45 days notice of termination from the bidder.

SPECIAL PROVISIONS AND REQUIREMENTS

| | |
|---------------|-------------------|
| DUE DATE: | November 21, 2016 |
| OPENING DATE: | November 23, 2016 |
| AWARD DATE: | December 14, 2016 |

SPECIAL PROVISIONS

VENDOR NOTE:

CAREFULLY READ ALL REQUIREMENTS, SPECIFICATIONS AND INSTRUCTIONS. FILL OUT ALL FORMS PROPERLY AND COMPLETELY. SUBMIT YOUR BID IN TRIPLICATE, INCLUDING ALL APPROPRIATE SUPPLEMENTS. BE SURE ALL REQUIRED SIGNATURES ARE IN PLACE.

Waller County is requesting bids for “**GASOLINE AND DIESEL FUELS**”

Bids must be submitted on the attached Bid Sheet or copies thereof. By returning the Bid Sheet, Vendors certify agreement to the following.

1. Prices bid shall include all delivery charges.
Delivery will be F.O.B. Waller County Road and Bridge Department located in Hempstead, Texas.
2. A delivery ticket list shall accompany each shipment and shall show:
 - a. Name and address of vendor
 - b. Name and address of receiving department
 - c. Waller County Purchase Order Number
 - d. Description of material shipped, including quantity.
3. Invoices shall be sent directly to Waller County Treasurer, 836 Austin Street, Suite 316, Hempstead, Texas 77445. Payments will be processed after notification that all supplies/service have been received/performed satisfactorily and no unauthorized substitutions have been made. Invoices must be fully itemized and must reference the Waller County Purchase Order Number in order to be processed.
4. Purchase orders will be issued for the participating department for a given amount of money.

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5. All insurance requirements, including Worker's Compensation, as outlined in Texas State Statutes, shall be met prior to a delivery and shall remain in effect during the life of the contract.
6. Waller County reserves the right to determine equals.
7. The County shall not pay for work, equipment, or supplies which are unsatisfactory.
8. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. **Unit Price or Lump Sum Price as indicated on bid form.**
 - b. **Product delivery shall begin within 24 hours of order.**
 - c. **Products to be delivered shall be delivered no later than 2:30 p.m. each day.**
 - d. **Waller County's experience with products bid.**
 - e. **Vendor's past performance record with Waller County.**
 - f. **Waller County's evaluation of vendor's ability and reliability.**
9. Bids must be submitted in a sealed envelope plainly marked on the outside "**Bid on Gasoline and Diesel Fuel.**"
10. The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.
11. The Bidder agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications.
12. Bid is to be submitted in **ONE ORIGINAL AND TWO (2)** copies to the County Auditor. All designations and prices shall be fully and clearly set forth. The proper spaces in the bid form shall be suitably filled in.
13. Waller County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of the County.
14. This contract is effective from January 01, 2017 through December 31, 2017.
15. **FAX BIDS WILL NOT BE ACCEPTED.**

16. Estimated amount to be expended shown herein is based on past usage and is shown for the purpose of assisting the bidder in preparing his bid. Waller County will not be responsible to purchase any set amount, but only that quantity necessary to satisfy actual annual requirements.

17. **TERMINATION OF AGREEMENT**
This contract may be terminated by Waller County, at its option, upon 15 days notice in writing. The contract may also be terminated by Bidder upon 45 days notice of termination from the bidder.

18. The bidder must be debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

SPECIAL REQUIREMENTS – GASOLINE AND DIESEL FUEL

1. The County will be invoiced for net gallons. A copy of the Delivery ticket must be furnished at each delivery point, as well as an invoice/manifest which must indicate gross gallons, net gallons, cost per gallon and net cost. A copy of the refinery manifest must accompany the statement.
2. Each bill for diesel fuel must be accompanied by invoice of exemptions. Whenever called upon by the County, the contractor is to give the County an itemized receipted bill for Diesel Fuel purchased by the County. This bill is to accompany Affidavit of Claim for Motor Fuel Refund to the County.
3. All delivered products shall be transferred to County owned tanks. Vendors must be able to furnish certifications issued by the State of Texas which verify tank capacities on a given truck.
4. The County reserves the right to test fuels at any time using samples from any County location for specification compliance. Cost for tests shall be borne by the contractor in the event product fails to comply. Such failure will result in Vendor's prompt removal of failed product, using Vendor's own equipment, at no cost to the County, within twenty-four hours of notification. Acceptable fuel shall immediately replace noncompliant fuel based on the quantity of unsuitable fuel removed from the County tank at a given location at no charge for the entire shipment. Violations of specification requirements will give the County cause to cancel the entire contract and re bid. Vendor violations will be a consideration of future awards.
5. Waller County does not pay federal tax on gasoline. Contractor shall furnish any exemption certificates needed for government records. All gasoline and diesel fuel shall be bulk quantities only and delivered in said County and in accordance with all local, state and federal regulations regarding transport and deliver. Maximum delivery time shall not exceed on (1) working day or twenty-four (24) hours for product ordered before noon. Vendor is obligated to furnish product within the quantity levels specified and charge the appropriate amount for product at that level. Failure to make proper or timely delivery will be cause for the County to purchase gasoline on the open market, charging back the difference between market and contract price to the Vendor by subtracting such total from invoices outstanding.

BID SHEET

SPECIFICATONS

SCOPE

It is the intent of this specification to define and purchase certain grades of gasoline and diesel fuel for Waller County under the terms and conditions set out beginning January 01, 2017, through December 31, 2017, or until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

Bidders will be required to furnish gasoline and diesel fuel which meet or exceed the attached specifications. Price for any product furnished under contract will be restricted to those submitted on this bid and cannot exceed or vary from the quote even if the grade of said product is higher than those required.

Waller County will purchase, in bulk, unleaded intermediate, and diesel fuel as specified and in accordance with all requirements stated in this package as needed.

All unleaded intermediate fuels shall be produced in accordance with ASTM standard #D439 including latest revision, as applicable to Waller County.

Unleaded Intermediate gasoline shall have a minimum octane rating of 87 based on the Research Octane Number (RON), being added to the Motor Octane Number (MON) and the sum divided by 2.

Posted Terminal Price (to be listed per gallon) shall be the Vendor's cost of fuel delivered by the Vendor to the County of Waller, FOB the refiner's depot.

Selling Price (to be bid per gallon) shall be the total of the posted terminal price and the constant (defined below).

Constant shall be the difference between the posted terminal price per gallon and the selling price per gallon. THE CONSTANT SHALL INCLUDE THE STATE OF TEXAS TWENTY CENTS (\$.20) PER GALLON TAX ON GASOLINE, FREIGHT CHARGES AND BIDDERS PROFIT MARGIN. DO NOT INCLUDE FEDERAL EXCISE TAX AS THIS AGENCY IS EXEMPT. ALSO, DO NOT INCLUDE THE STATE TAX ON DIESEL FUEL. A state diesel fuel bonded user certificate will be furnished to the Vendor. Increases in the constant will not be allowed during the term of the contract, however, decreases in the constant will be allowed at any time.

In preparing the bid, the posted terminal price shall be entered in the designated space on the bid. A copy of the refiner's posted terminal price (on the refiner's letterhead or other

documentation properly identified as originated by the refiner) shall be furnished with the bid or disqualification of the bid will result. Illegible or altered entries of the effective date or the refiner's posted terminal price(s) verification are not acceptable and will not be considered for award.

The undersigned bidder agrees to sell gasoline and diesel fuel to Waller County in accordance with the law and with these specifications at the prices set out. Upon the award of a contract by the Commissioners' Court, based upon this bid, the bidder agrees to enter into a contract, in writing with Waller County substantially in the form hereinafter set out.

This sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

Bidders may bid on one or more of the items listed. A contract will be issued to the lowest, best and most responsible bidder.

If brand name for items bid is different from the specified, Bidder must submit Specifications for items bid.

Requirements: All materials must be packaged at refinery, properly marked and sealed. If delivery is made and this requirement is not met, Waller County reserves the right to refuse delivery.

Bidder agrees to furnish _____
(Brand Name)

GASOLINE

PRICE PER GALLON

Gasoline, 3, UN1203, II,
Contains 10% Ethanol
Regular 87 RFG
or better gasoline at the posted
terminal price of _____ plus
constant of _____ cents per gallons \$ _____

DIESEL FUEL

Diesel Fuel, 3, NA1993, III
Dyed 15 ppm Sulphur TxLd
posted terminal price of _____ plus
constant of _____ cents per gallon. \$ _____

PLEASE COMPLETE AND NOTARIZE THIS FORM TO BE RETURNED WITH YOUR BID.

CERTIFICATION AND COMPLIANCE:

The undersigned Bidder, by signing and executing this bid, certifies and represents to Waller County that the product being offered meets or exceeds all requirements and conditions of this bid document and that they will furnish bid item for the bid price.

Firm Name

Signed by _____

(Authorized Agent)

(Address)

(City, State and Zip Code)

Telephone () - _____

Fax Number () - _____

Date _____

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the _____ day of

20__, by _____ vendor's agent for

_____.

Notary Public's Signature

BIDDER'S CERTIFICATE

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act as referenced in Government Code Title 10 has been extracted and is as follows:

2252.001

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a Resident bidder of Texas as
(Company Name)
defined in Section 22521.001 Government Code.

Signature

Printed Name

I certify that _____ is a Nonresident bidder as defined
in

(Company Name)
Section 2252.001 and our principal place of business is in
_____. (City and State)

Signature

Printed Name

STATE OF TEXAS
COUNTY OF _____

The instrument was acknowledged before me on the _____ day of _____,
20____ by _____ vendor's agent for
_____.

Notary Public's Signature

TERM CONTRACT

STATE OF TEXAS

COUNTY OF WALLER

WHEREAS, the Waller County Commissioners' Court did on _____ award to _____ a contract for _____ in quantities and at the prices therein set out:

and

WHEREAS, it is now desired to enter into a written contract in accordance with said bid and order.

THEREFORE, Know all men by these presents, this contract today is entered into by Waller County, hereinafter called County, and the undersigned bidder, hereinafter called Contractor,

WITNESSETH, that in accordance with the attached specifications in every particular the Contractor will make deliveries in accordance with the terms thereof and the County agrees to make payment for items purchased on appropriate approved purchase orders in accordance with the terms of said specifications which are made a part of this contract as though the same are duly written herein.

IN TESTIMONY WHEREOF: Witness our hands at Hempstead, Texas; this day _____.

_____, County Judge

Contractor

By: _____ (IF THIS

CONTRACT IS WITH A CORPORATION, It must be executed by an officer thereof hereunto duly authorized and the seal of the corporation attached.)

CLERK'S CERTIFICATE

The above and foregoing contract was submitted to the Commissioners' Court by the County Judge and duly approved by it on _____ as

shown in Volume _____, Page _____, in the Minutes of said Court.

_____ County Clerk.