



**BULK GASOLINE AND DIESEL (UNBRANDED) FOR**

**GONZALES COUNTY, PRECINCT 1**

**OPENING DATE: DECEMBER 6, 2022**

**CONTRACT PERIOD (JANUARY 1, 2023 – DECEMBER 31, 2024)**

**BID NUMBER 23-3300-1**

**SEALED BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED,  
FOR UNBRANDED GASOLINE AND DIESEL ARE BEING ACCEPTED AS SET FORTH IN  
THIS BID DOCUMENT.**

**BY SUBMITTING A BID, VENDOR HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS OF THE  
BID DOCUMENTS, AND TO ALL TERMS AND CONDITIONS OF THE CONTRACT.**

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Federal I.D.# (Company Or Corporation)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Complete Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

## **BID SUBMISSIONS**

### **DEADLINE**

Bids must be received in the County Auditor's office by **10:00 a.m. on Tuesday, December 6, 2022**. Bids will be publicly opened at 10:00 am or soon thereafter in the Gonzales County Randle Rather Building Conference Room, Third Floor, 427 Saint George Street, Gonzales, Texas 78629. ***Late bids will not be accepted under any circumstances!***

### **SUBMITTAL**

Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "PCT. #1, BULK GASOLINE AND DIESEL, BID #23-3300-1" and "December 6, 2022, 10:00 am" written in the lower left-hand corner of the envelope containing the bid.

### **PROPRIETARY INFORMATION**

Proprietary information, if any, submitted to Gonzales County in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

### **ADDRESS**

Sealed bids may be hand-delivered or mailed to the County Auditor Becky Weston, Gonzales County Randle Rather Building, 427 Saint George, Suite 301, Gonzales, Texas 78629.

### **METHODS**

All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

### **BID OPENING**

Bids will be received and publicly acknowledged at the location, date and time stated above. Bidders, their representatives, and interested persons may be present. The bids shall be reviewed and acknowledged only so as to avoid disclosure of the contents to competing bidders and kept confidential during negotiations. However, all bids shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the bid and identified by bidder as such.

### **WITHDRAWAL OR ALTERATIONS OF BID**

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 County Auditor and the approval of the Commissioners' Court.

### **TAX EXEMPT STATUS**

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

## **BID REQUIREMENTS**

### **COMPLETED BID**

A completed proposal means an original bid and one (1) copy must be submitted of each of the following: The Vendor Identification page, the Bid Submission Form, the Contract page, the Affidavit, the Sworn Verification of Statements and the Conflict of Interest Questionnaire, Vendor's sample "Daily Rack Price" sheet. Each of these must be COMPLETED AND SIGNED.

### ADDENDA AND EXPLANATIONS

Explanations required by a prospective bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing addressed to Becky Weston, County Auditor, 427 Saint George Street, Suite 301, Gonzales, Texas 78629.

Any verbal statements regarding same by a person prior to the award shall not be authoritative and or binding.

Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum.

Inquiries within five (5) working days of the date fixed for the submission and opening of the bids will not be given consideration.

### ACKNOWLEDGEMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgement must be received by Gonzales County by the time and at the place specified for receipt of bids.

### LEGIBILITY

Bids must be legible and of a quality that can be reproduced.

### BID MUST BE TYPED OR PRINTED IN INK

All entries must be TYPED OR PRINTED IN INK. Faxed bids will not be accepted.

### FORMS

All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

### GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Gonzales County's interpretation shall govern.

### LATE BIDS

Bids received after submission deadline will not be opened and will be considered void and unacceptable. Gonzales County is not responsible for lateness of mail, courier service, etc.

### DOCUMENTATION

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

### MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following minimum 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, and
4. Be otherwise qualified and eligible to receive an award.
5. Have a satisfactory record of integrity and ethics

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

## **AWARD**

### **CONTRACT PERIOD**

The contract period is from January 1, 2023 through December 31, 2024. This is a two year contract.

### **LOCAL PREFERENCE**

In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principle place of business is in the County and whose bid is within three percent of the lowest bid price received by the County from a bidder who is not a resident of the County, the County may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

This section does not prohibit a local government from rejecting all bids.

### **ESTIMATED QUANTITIES**

The estimated quantity of each item listed in the invitation to bid is only an estimate – the actual quantities to be purchased may be more or less. Gonzales County is not obligated to purchase any minimum amount, and may purchase any reasonable amount greater than the estimate for the same unit price.

### **ORDERING**

All items will be ordered on an “as needed” basis.

### **AVAILABILITY**

It is expressly understood and agreed that in case Gonzales County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

### **SALES TAX**

Gonzales County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

### **CONTRACT**

This Bid, when properly accepted by Gonzales County, shall constitute a contract equally binding between the successful bidder and Gonzales County. The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

### **EVALUATION CRITERIA**

Criteria utilized by Gonzales County for determining the lowest responsible bidder includes, but is not limited to, bidder meeting the County’s published specifications, bidder’s experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any factor which could reasonably be asserted as being relevant to successful performance. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area or areas based on the most convenient location(s) for the using department.

As stated in the Local Government Code, §262.027 (e), “... the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioner’s court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material”.

### REJECTION OR ACCEPTANCE

A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Gonzales County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Gonzales County.

### STATEMENT OF NON-DISCRIMINATION

Gonzales County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in the employment or supervision of services or awarding of contracts.

### DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of this bid:

- Evidence of collusion among bidders
- Lack of competency
- Lack of responsibility as shown by past record
- Default on a previous county contract for failure to perform

### CONTRACT ADMINISTRATION

Under this contract, the County Judge, shall be the 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 Gonzales County Commissioner's Court and the successful bidder.

## **TERMS AND CONDITIONS**

CONFLICT OF INTEREST: No public official or employee shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website.. The completed form, which will include a unique certification number, must be returned to the Auditor's Office, 427 Saint George, Suite 302, Gonzales, Texas, prior to the start of the contract.

Information regarding how to complete the online form is available at;

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**TEXAS HOUSE BILL 89 – PROHIBITION ON INVESTMENT IN COMPANIES THAT BOYCOTT ISRAEL:**

During the 85<sup>th</sup> Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002, states a government may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that is 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Bidder must complete form certifying that they are in compliance with these requirements.

Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. "Boycott Israel" has the meaning assigned by Section 808.001.
2. "Company" has the meaning assigned by Section 808.001.
3. "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

**TEXAS SENATE BILL 252 – PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION:**

During the 85<sup>th</sup> Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Bidder must complete form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract: means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has a meaning assigned by Texas Government Code, Section 2252.001.

Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153

Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**BIDDER'S CERTIFICATIONS**

Bidder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Contract:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### FUNDING

Funds have been approved through the Gonzales County 2022-2023 Budget, approved by the Commissioners Court, for this fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligation that may arise past the end of the current Gonzales County fiscal year shall be subject to budget approval.

#### DISCLOSURE REQUIREMENTS

**ARTICLE 6** – All prospective bidders shall complete the conflict of interest questionnaire and submit it with their bid in accordance with Local Government Code §176.004. (The Texas Legislature passed House Bill 914 during the 2005 legislative session which require the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

#### ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of Gonzales County.

#### DOCUMENTATION

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

#### TERMINATION FOR DEFAULT

Gonzales 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. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory.

Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

#### FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

#### CANCELLATION OF CONTRACT

Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Patrick C. Davis, County Judge, 414 Saint Joseph Street, Suite 200, Gonzales, Texas 78629. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

#### COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable federal, state and local laws and regulations.

#### TEXAS PROMPT PAYMENT ACT

Payments shall be made in accordance with the State of Texas Prompt Payment Act, Vernon's Texas Codes Annotated, Government Code Title 10, Subtitled F, Chapter 2251. Specifically, Subchapter B, Section 2251.021:

## SUBCHAPTER B. PAYMENTS AND INTEREST

Sec. 2251.021. TIME FOR PAYMENT BY GOVERNMENTAL ENTITY. (a) Except as otherwise provided by this section, a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

### INVOICING

Invoices shall be sent directly to the Gonzales County, Attention: Accounts Payable, 427 Saint George Street, Suite 303, Gonzales, Texas 78629. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Gonzales County BID Number 23-3300-1 attached in order to be processed for payment.

### PAYMENT

Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to Accounts Payable at 830-519-4550.

### VENUE

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

### ASSIGNMENT OF CONTRACT

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Gonzales County Commissioners Court.

### SILENCE OF SPECIFICATIONS

The apparent silence of these 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 these specifications shall be made on the basis of this statement.

### HOLD HARMLESS AGREEMENT

Contractor shall indemnify and hold Gonzales County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

### NON-COLLUSION

The Vendor, by submitting a signed bid, certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

### COST DISCUSSIONS

Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any Vendor with any employee or authorized representative of the County involving cost information may result in rejection of said bid.



#### NON-DISCRIMINATION

The Vendor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability.

#### BID SUBMISSION FORM

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid – changes shall not be made to the Bid Form. Alterations to this bid form may be cause for rejection.

#### NOTHING ADDED TO BID

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

#### TIE BIDS

In the event of a tie bid, the award will be determined by the Commissioner's Court or by drawing lots.

#### WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Gonzales County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

#### SUSPENSION, DEBARMENT, AND TERRORISM

Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Government Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

#### EQUAL EMPLOYMENT

All contracts will be awarded by Gonzales County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA sec. 12101 et seq., Americans with Disabilities Act.

#### CITIZENSHIP OF EMPLOYEES

The Bidder warrants, by execution of this Bid proposal, that it has complied with all federal laws and requirements therefore regarding immigration and citizenship, and that all employees are qualified as required therein.

#### QUESTIONS REGARDING BID DOCUMENTS

Questions concerning this bid should be directed to the County Auditor, Becky Weston, at 830-672-6397.

**GONZALES 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.**

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

## **SPECIFICATONS**

It is the intent of Gonzales County, Precinct #1, to contract with one vendor to provide unbranded Bulk Gasoline and Diesel to the precinct yards of Gonzales County as specified herein.

**CONTRACT PRICE:** Successful vendor prices shall be all inclusive. No price qualifications will be honored during the course of this contract. Pricing on all fuel transportation, freight, drayage and any other charges are to be prepaid by the contractor and included in the bid prices. ***The bid price shall include any and all associated costs and profit.*** The bid price (contract price) will be tied to the San Antonio “daily rack price” for unbranded fuel. **The bid price for the supplier shall not be changed during the contract period.**

**QUANTITIES:** Exact quantities of each type of fuel to be purchased under this contract are not known. A schedule reflecting Fiscal Year 2022 (October 2021 – September 2022) usage has been included in our bid document package (see page 11).

**DELIVERIES:** Deliveries must be made within twenty-four (24) hours after an order is placed. Orders will be placed Monday through Thursday. If the vendor is unable to deliver the requested items within the delivery time specified in this contract, Gonzales County reserves the right to purchase them from another supplier and, at it's option, to either recover from the vendor as liquidated damages or offset against the price due for fuel subsequently supplied by the vendor any amount by which the cost of such substituted fuel exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonable incurred by the County in making such substituted purchase(s) and the amount of any consequential damages allowed by law.

**NOTIFICATION OF DELIVERIES:** Gonzales County requires that vendor notify Gonzales County Commissioner, Precinct #1, at least one hour prior to each delivery at each location.

**DO NOT INCLUDE TAX IN THE BID PRICE FOR FUEL! BID ONLY THE PRICE OF THE PRODUCT.**

**FUEL SPILLS:** Extreme care must be taken by the vendor to avoid fuel spills. The tanker truck must be attended at all times during fuel off loading. Any costs incurred as a result of fuel spills due to negligence on the part of the vendor, its' agents or employees, or due to equipment malfunction, will be borne by the vendor and may be grounds for termination of the contract, at Gonzales County's option.

Gonzales County shall act as sole judge in determining equality and acceptability of products offered.

**HAZARDOUS COMMUNICATION ACT / TEXAS RIGHT TO KNOW ACT:** Under the “Hazardous Communication Act”, commonly known as the “Texas Right to Know Act”, a contractor must provide the County material safety data sheets as is applicable to hazardous substances defined in the Act.

**DELIVERY LOCATION:** Deliveries of gasoline and diesel shall be made to the following locations under the terms of this contract:

Precinct #1 130 Cone Street, Gonzales, Texas

**TANK SIZE**

500 gal. UnL  
1,500 gal. Dsl.

Unleaded – Minimum 87 Octane  
Diesel Fuel - Ultra-Low Sulfur Highway Diesel Fuel

**FUEL USAGE BY LOCATION (10/21-09/22)**

<u>LOCATION</u>	<u>TYPE</u>	<u>GALLONS DELIVERED</u>	<u>NUMBER OF DELIVERIES</u>
Precinct #1	DIESEL	38,657	28
	UNLEADED	1,968	4

**Quantities listed above are for the period from October 2021 through September 2022. These are to be used as estimated quantities only – the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and County may purchase any reasonable amount greater than the estimate for the same unit price.**

**MINIMUM DELIVERY REQUIREMENTS**

Delivery of material ordered shall commence within seventy-two (72) hours of order being placed, unless a later delivery time is requested. Orders placed on Thursday are not required to be delivered until the following Monday, at the earliest. Delivery shall be made during routine business hours (7:00 a.m. to 4:00 p.m.) Once delivery of product has started it must continue until all product is delivered, Gonzales County will not accept partial deliveries unless specified at time order is placed.

A packing / delivery ticket or invoice shall accompany each shipment and shall show:

1. Name and address of vendor
2. Name and address of receiving department
3. Description of material shipped, including item numbers, quantities, number of containers and package number, if any
4. Signature of county employee accepting delivery

**TESTING**

Testing may be performed at the request of Gonzales County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County

## CONZALES COUNTY BID SUBMISSION FORM, PCT. #1

I, the undersigned, do hereby submit a bid to supply, unbranded, Unleaded (Minimum 87 Octane), Ultra-Low Sulfur Highway Diesel, and Dyed Diesel Fuel to Gonzales County for the period beginning January 1, 2023 and ending December 31, 2024, as per the attached bid specifications:

Gonzales County is responsible for the \$.20 per gallon State Excise Tax but it **should not** be included in the bid price. Gonzales County will not assume responsibility for filing any tax refunds. Below is an **example** of how you are expected to submit your bid.

TYPE OF FUEL	"DAILY RACK PRICE" (PER GALLON)	BID PRICE FOR SUPPLIER (PER GALLON)	TOTAL PRICE (PER GALLON) BEFORE TAXES
LS No2	\$ 1.4789	\$ .05	\$ 1.5289

Above is an example of what the County would pay per gallon, based on the San Antonio rack price for the day the fuel is delivered, before \$.20 per gallon State Excise Tax. *The bid price shall include any and all associated costs and profit.*

Bid Price (Per Gallon) Unleaded (Min. 87 Octane)	Bid Price (Per Gallon) Ultra-Low Sulfur Highway Diesel Fuel	Bid Price (Per Gallon) Dyed Diesel Fuel
_____	_____	_____

**DO NOT INCLUDE TAXES IN YOUR BID PRICE.**

### **CERTIFICATION OF BID**

The undersigned states that he/she is aware the fact that the amount designated as the "bid price for supplier (per gallon)" cannot be changed during the term of this contract. Further, the undersigned affirms that they are duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

\_\_\_\_\_  
Printed name of individual authorized to  
represent bidding firm

\_\_\_\_\_  
Signature of individual authorized to  
represent bidding firm

\_\_\_\_\_  
Name of bidding firm

\_\_\_\_\_  
Title of individual authorized to  
represent bidding firm

\_\_\_\_\_  
Date

**GONZALES COUNTY, PRECINCT #1, CONTRACT FOR UNBRANDED GASOLINE AND DIESEL**

The undersigned agrees, if this bid is accepted, to provide unbranded bulk gasoline and diesel in accordance with the requirements set forth in this bid document.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Contract:

\_\_\_\_\_  
Date

Printed Name and Title of Signer:\_\_\_\_\_

Name of Company:\_\_\_\_\_

Mailing Address:\_\_\_\_\_

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

E-mail:\_\_\_\_\_

Telephone:\_\_\_\_\_ Fax:\_\_\_\_\_

The Commissioners Court of Gonzales County, Texas does hereby agree to contract for unbranded gasoline and diesel with \_\_\_\_\_ for the period between January 1, 2023, and December 31, 2024 in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

APPROVED:

ATTEST:

\_\_\_\_\_  
PATRICK C. DAVIS, COUNTY JUDGE

\_\_\_\_\_  
LONA ACKMAN, COUNTY CLERK

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF GONZALES

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the following, who upon  
oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

I further affirm, pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:

\_\_\_\_\_ Does not own taxable property in Gonzales County: or

\_\_\_\_\_ Does not owe any ad valorem taxes to Gonzales County or is not otherwise indebted to  
Gonzales County.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

Bidder/Offeror Company Name: \_\_\_\_\_

Bidder (Signature): \_\_\_\_\_

Bidder (Printed Name): \_\_\_\_\_ Date: \_\_\_\_\_

Position with Company: \_\_\_\_\_

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED**

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**SWORN VERIFICATION OF STATEMENT REGARDING:**

**ISRAEL BOYCOTT**

**AND**

**PROHIBITION ON CONTRACTING WITH A COMPANY DOING  
BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this bid. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.002, this company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

\_\_\_\_\_  
Signature of Person Authorized to Sign Contract:

\_\_\_\_\_  
Date

Printed Name and Title of Signer:\_\_\_\_\_

Name of Company:\_\_\_\_\_

# NOTICE TO BIDDERS

Local Government Code, Sec. 154.025. DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT PROHIBITED. (a) In this section, "debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the county.

(b) If notice of indebtedness has been filed with the county auditor and county treasurer evidencing the indebtedness of a person to the state, the county, or a salary fund, a warrant may not be drawn on a county fund in favor of a person, or an agent or assignee of a person, until:

(1) the county treasurer, or the county auditor in a county without a county treasurer, notifies in writing the person owing the debt that the debt is outstanding; and

(2) the debt is paid.

(c) A county may apply any funds the county owes a person to the outstanding balance of debt for which notice is made under Subsection (b)(1), if the notice includes a statement that the amount owed by the county to the person may be applied to reduce the outstanding debt.

(d) A county may include a notice in its forms, bonds, or other agreements stating that the county may offset payments to a person in accordance with this section.

## **I M P O R T A N T**

### **BIDDER'S / PROPOSER'S CHECKLIST**

Check off each of the following as the necessary action is completed.

- ☐ The prices have been checked.
- ☐ The **BIDDER IDENTIFICATION** has been completed and included in your bid package. (Page 1)
- ☐ The **BID SUBMISSION FORM** has been completed, signed, dated and included in your bid package. (Page 12)
- ☐ The **CONTRACT** with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 13)
- ☐ The **AFFIDAVIT** signed and notarized and included in your bid package. (Page 14)
- ☐ The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated and included in your bid package. (Page 15-16)
- ☐ The **SWORN VERIFICATION OF STATEMENTS** signed and dated and included in your bid package. (Page 17)
- ☐ The **Certificate of Interested Parties Form 1295** must be completed on-line and a copy submitted with packet.
- ☐ A **W-9** included in your bid package.
- ☐ The mailing envelope has been addressed to:  
  
County Auditor Becky Weston  
Gonzales County  
427 Saint George Street, Suite 301  
Gonzales, Texas 78629
- ☐ The mailing envelope contains the **original and one** (1) copy.
- ☐ The mailing envelope has been sealed and marked:
  - Bid or proposal number
  - Name of the bid or proposal
  - Opening date and time

**GONZALES COUNTY AUDITOR'S OFFICE WISHES TO THANK  
ALL VENDORS FOR THEIR PARTICIPATION.**