



# COUNTY OF ANDREWS

CAROL WHITE COUNTY AUDITOR

201 N. MAIN ROOM 109  
ANDREWS, TEXAS 79714

## INVITATION TO BID

### ANDREWS COUNTY MOTOR FUELS

### ANDREWS, TEXAS

RETURN BID TO: CAROL WHITE  
ANDREWS COUNTY AUDITOR  
COURTHOUSE  
ROOM 109  
ANDREWS, TEXAS 79714

THE ENCLOSED INVITATION TO BID AND ACCOMPANYING SPECIFICATIONS AND BID SHEET(S) ARE FOR YOUR CONVENIENCE IN BIDDING THE ENCLOSED REFERENCED PRODUCTS AND/OR SERVICES FOR THE COUNTY OF ANDREWS.

SEALED BIDS WILL **BE RECEIVED NO LATER THAN 4:00 P.M. ON FRIDAY, DECEMBER 29, 2017**. BIDS WILL BE PUBLICLY OPENED AT **9:00 A.M., TUESDAY, JANUARY 2, 2018**, IN A SPECIAL SESSION OF THE COMMISSIONER'S COURT, ROOM 107, ANDREWS COUNTY COURTHOUSE.

**MARK ENVELOPE: "ANDREWS COUNTY MOTOR FUELS"**

THE COUNTY OF ANDREWS APPRECIATES YOUR TIME AND EFFORT IN PREPARING A BID. PLEASE NOTE THAT ALL BIDS MUST BE RECEIVED AT THE DESIGNATED LOCATION BY THE DEADLINE SHOWN. BIDS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED FOR THE AWARD OF THE CONTRACT, AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. **OPENING IS SCHEDULED TO BE HELD IN A SPECIAL SESSION OF THE COMMISSIONER'S COURT LOCATED IN THE ANDREWS COUNTY COURTHOUSE ON TUESDAY JANUARY 2, 2018 AT 9:00 A.M.** YOU ARE INVITED TO ATTEND.

THE COUNTY OF ANDREWS IS AWARE OF THE TIME AND EFFORT YOU EXPEND IN PREPARING AND SUBMITTING BIDS TO THE COUNTY. PLEASE LET US KNOW OF ANY BID REQUIREMENTS, WHICH ARE CAUSING YOU DIFFICULTY IN RESPONDING TO OUR BID INVITATION. WE WANT TO MAKE THE PROCESS AS EASY AND PAINLESS AS POSSIBLE SO THAT ALL RESPONSIBLE BIDDERS CAN COMPETE FOR ANDREWS COUNTY'S BUSINESS. AWARDS WILL BE MADE AT A SPECIAL COMMISSIONER'S COURT MEETING, TO BE HELD ON **TUESDAY, JANUARY 2, 2018 AT 9:00 A.M.** TO OBTAIN THE RESULTS, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COUNTY AUDITOR AT (432) 524-1410.

AN AWARD OF CONTRACT MAY BE MADE UPON THE BASIS OF INITIAL WRITTEN BID RECEIVED WITHOUT WRITTEN OR ORAL DISCUSSIONS. THE COMMISSIONER'S COURT RESERVES THE RIGHT TO AWARD THE CONTRACT IN THE BEST INTEREST OF THE TAX PAYERS OF ANDREWS COUNTY. **PAYMENT FOR SERVICES PROVIDED BY THE SUCCESSFUL BIDDER WILL BE MADE FROM THE ANDREWS COUNTY GENERAL FUND AND ROAD & BRIDGE FUNDS.**

CONTRACTS RESULTING FROM THIS BID MUST BE GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ANY BIDS RECEIVED AFTER CLOSING TIME WILL BE RETURNED. **BIDS WILL BE ENCLOSED IN A SEALED OPAQUE ENVELOPE.** THE ENVELOPE WILL BE ADDRESSED AS STATED ABOVE AND WILL BE IDENTIFIED WITH THE AFOREMENTIONED IDENTIFICATION INSTRUCTIONS.

IN CASE OF AMBIGUITY OR LACK OF CLEARNESS IN STATING PRICES IN THE BID, ANDREWS COUNTY RESERVES THE RIGHT TO ADOPT PRICES WRITTEN IN WORDS OR TO REJECT ANY OR ALL BIDS AND TO WAIVE ALL FORMALITIES.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT OF DECLARATION IS PRESENTED BELOW:

"I HEREBY SWEAR (OR AFFIRM) UNDER THE PENALTY FOR FALSE SWEARING:

1. THAT I AM THE OFFEROR (IF THE OFFEROR IS AN INDIVIDUAL), A PARTNER, (IF THE OFFEROR IS A PARTNERSHIP), OR AN OFFICER OR EMPLOYEE BIDDING CORPORATION HAVING AUTHORITY TO SIGN ON ITS BEHALF (IF THE OFFEROR IS A CORPORATION);
2. THAT THE ATTACHED OFFER COVERING ANDREWS COUNTY'S INVITATION TO BID HAS BEEN ARRIVED AT BY THE OFFEROR WITHOUT COLLUSION WITH, AND WITHOUT ANY AGREEMENT, UNDERSTANDING, OR PLANNED COMMON COURSE OF ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT, OR SERVICES DESCRIBED IN THE BID DESIGNED TO LIMIT INDEPENDENT BIDDING OR COMPETITION;
3. THAT THE CONTENTS OF THE OFFER HAVE NOT BEEN COMMUNICATED BY THE OFFEROR OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF THE OFFERER AND WILL NOT BE COMMUNICATED TO ANY SUCH PERSON PRIOR TO THE AWARD OF THE CONTRACT;
4. THAT THE OFFEROR IS LEGALLY ENTITLED TO ENTER INTO THE CONTRACT WITH ANDREWS COUNTY AND IS NOT IN VIOLATION OF ANY PROHIBITED CONFLICT OF INTEREST; AND

5. THAT I HAVE FULLY INFORMED MYSELF REGARDING THE ACCURACY OF THE STATEMENTS MADE ABOVE.

SIGNED BY: \_\_\_\_\_

TYPE OR PRINT NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY	STATE	ZIP CODE
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TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY OF ANDREWS  
INVITATION TO BID  
“**ANDREWS COUNTY MOTOR FUELS**”  
SPECIFICATIONS

BY ORDER OF THE COMMISSIONER’S COURT OF ANDREWS, TEXAS, SEALED BIDS WILL BE RECEIVED FOR THE FOLLOWING FUELS:

1. REGULAR UNLEADED GASOLINE (87 OCTANE MINIMUM)
2. DIESEL (REGULAR) (“C” TANCE MINIMUM OF 40)
3. DIESEL (LOW SULPHUR .05)
4. SUPER UNLEADED

THIS BID IS TO PROVIDE/FURNISH MOTOR FUELS TO ANDREWS COUNTY AT THE DESIGNATED PRECINCT BARNS, PARKS DEPARTMENT, GOLF COURSE MAINTENANCE, SHERIFF/LAW ENFORCEMENT AND OTHER DESIGNATED SITES WITHIN ANDREWS COUNTY FOR ONE YEAR BEGINNING **FEBRUARY 01, 2017**. THE COUNTY COMMISSIONERS RESERVE THE RIGHT TO EXTEND THIS CONTRACT FOR ONE (1) ADDITIONAL YEAR AS IT DEEMS TO BE IN THE BEST INTEREST OF THE COUNTY.

IT IS UNDERSTOOD THAT THE COMMISSIONER’S COURT OF ANDREWS, TEXAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS FOR ANY OR ALL PRODUCTS OR SERVICES COVERED IN THIS BID REQUEST AND TO WAIVE INFORMALITIES OR DEFECTS IN BIDS OR TO ACCEPT SUCH BIDS AS IT SHALL DEEM TO BE IN THE BEST INTEREST OF ANDREWS COUNTY.

BIDS MUST BE SUBMITTED ON THE PRICING FORMS INCLUDED FOR THAT PURPOSE IN THIS PACKET. BID SHALL BE PLACED IN SEPARATE SEALED ENVELOPE AND MARKED “**ANDREWS COUNTY MOTOR FUELS.**”

*SUBMISSION OF BIDS:*

SEALED BIDS SHALL BE SUBMITTED, NOT LATER THAN **4:00 P.M. ON FRIDAY, DECEMBER 29, 2017** TO:

CAROL WHITE  
ANDREWS COUNTY AUDITOR  
ROOM 109  
COURTHOUSE  
ANDREWS, TEXAS 79714

*FUNDING:*

FUNDS FOR PAYMENT HAVE BEEN PROVIDED THROUGH THE ANDREWS’ COUNTY BUDGET APPROVED BY THE COMMISSIONER’S COURT FOR THIS FISCAL YEAR. THE STATE OF TEXAS LOCAL GOVERNMENT CODES PROHIBIT THE OBLIGATION AND EXPENDITURE OF PUBLIC FUNDS BEYOND THE FISCAL YEAR FOR WHICH A BUDGET HAD BEEN APPROVED. THEREFORE, ANTICIPATED ORDERS OR OTHER OBLIGATIONS THAT MAY ARISE PAST THE END OF THE CURRENT FISCAL YEAR SHALL BE SUBJECT TO BUDGET APPROVAL.

*LATE BIDS:*

BIDS RECEIVED IN THE COUNTY AUDITOR'S OFFICE AFTER SUBMISSION DEADLINE WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE COUNTY OF ANDREWS IS NOT RESPONSIBLE FOR LATENESS OR NON-DELIVERY OF MAIL CARRIER, ETC., AND THE DATE/TIME STAMP IN THE AUDITOR'S OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.

*ALTERING BIDS:*

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.

*TAXES:*

ANDREWS COUNTY IS EXEMPT BY LAW FROM PAYMENT OF TEXAS SALES TAX, FEDERAL EXCISE TAX, AND TEXAS HIGH SULPHUR DIESEL TAX. BIDDER SHALL EXCLUDE ANY AND ALL ALLOWABLE EXEMPT TAXES (IF APPLICABLE) FROM THE BID PRICE.

*BID AWARD:*

ANDREWS COUNTY RESERVES THE RIGHT TO AWARD BIDS ON THE LUMP SUM OR UNIT PRICE BASIS, WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY.

*CONTRACT:*

THIS BID, WHEN PROPERLY ACCEPTED BY ANDREWS COUNTY SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE SUCCESSFUL BIDDER AND ANDREWS COUNTY. NO DIFFERENT OR ADDITIONAL TERMS WILL BECOME A PART OF THIS CONTRACT. IF DURING THE LIFE OF THE CONTRACT, THE SUCCESSFUL BIDDER'S NET PRICES TO OTHER CUSTOMERS FOR ITEMS AWARDED HEREIN ARE REDUCED BELOW THE CONTRACTED PRICE, BIDDER AGREES TO EXTEND THE BENEFITS OF SUCH REDUCTION TO ANDREWS COUNTY.

*PRICE:*

A PRICE REDETERMINATION MAY BE CONSIDERED BY ANDREWS COUNTY ONLY AT THE ANNIVERSARY DATE OF THE CONTRACT AND SHALL BE SUBSTANTIATED IN WRITING (I.E., MANUFACTURER'S DIRECT COST, POSTAGE RATES, RAILROAD COMMISSION RATES, WAGE/LABOR RATES, ETC.) THE BIDDER'S PAST HISTORY OF HONORING CONTRACTS AT THE BID PRICE WILL BE AN IMPORTANT CONSIDERATION IN THE EVALUATION OF THE LOWEST AND BEST BID. ANDREWS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL OF THE PRICE REDETERMINATION AS IT DEEMS TO BE IN THE BEST INTEREST OF ANDREWS COUNTY.

*DELIVERY:*

ALL DELIVERY AND FREIGHT CHARGES (FOR ANDREWS COUNTY PARKS DEPARTMENT AND ROAD & BRIDGE PRECINCT BARNES) ARE TO BE INCLUDED IN THE BID PRICE.

*CONFLICT OF INTEREST:*

NO PUBLIC OFFICIAL SHALL HAVE INTEREST IN THIS CONTRACT, IN ACCORDANCE WITH VERNON'S TEXAS CODE ANNOTATED, LOCAL GOVERNMENT CODE TITLE 5, SUBTITLE C, CHAPTER 171.

*ETHICS:*

THE BIDDER SHALL NOT OFFER OR ACCEPT GIFTS OR ANYTHING OF VALUE NOR ENTER INTO ANY BUSINESS ARRANGEMENTS WITH ANY EMPLOYEE, OFFICIAL OR AGENT OF ANDREWS COUNTY.

*EXCEPTIONS/SUBSTITUTIONS:*

ALL BIDS COMPLYING WITH 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 LIST SHALL INDICATE THAT THE BIDDER HAS NOT TAKEN EXCEPTION AND SHALL HOLD THE BIDDER RESPONSIBLE TO PERFORM IN THE STRICT ACCORDANCE WITH THE SPECIFICATIONS OF THE INVITATION. THE COMMISSIONER'S COURT OF ANDREWS COUNTY RESERVES THE RIGHT TO ACCEPT ANY AND ALL OR NONE OF THE EXCEPTIONS OR SUBSTITUTIONS DEEMED TO BE IN THE BEST INTEREST OF ANDREWS COUNTY.

*DESCRIPTIONS:*

ANY REFERENCE TO MODEL OR MAKE/MANUFACTURER USED IN THE BID SPECIFICATIONS IS DESCRIPTIVE, NOT RESTRICTIVE. IT IS USED TO INDICATE THE TYPE AND QUALITY DESIRED. BIDS ON ITEMS OF LIKE QUALITY WILL BE CONSIDERED.

*ADDENDA:*

ANY INTERPRETATIONS, CORRECTIONS, OR CHANGES TO THIS INVITATION TO BID AND SPECIFICATIONS WILL BE MADE BY AN ADDENDA. SOLE ISSUING AUTHORITY OF AN ADDENDA SHALL BE VESTED IN THE COMMISSIONER'S COURT OF ANDREWS COUNTY. ADDENDA WILL BE MAILED TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS INVITATION TO BID. BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ANY ADDENDA.

*DURABILITY AND COMPLIANCE:*

BIDS MUST COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL LAWS CONCERNING THESE TYPES OF PRODUCTS AND/OR SERVICES. THE DESIGN, STRENGTH, AND QUALITY OF MATERIALS MUST CONFORM TO THE HIGHEST STANDARDS OF MANUFACTURING PRACTICES.

*INDEMNIFICATION:*

THE SUCCESSFUL BIDDER SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS THE COUNTY OF ANDREWS AND ALL ITS ELECTED, APPOINTED, 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, SUB-CONTRACTOR, OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTACT WHICH MAY RESULT FROM THE BID AWARD. THE SUCCESSFUL BIDDER INDEMNIFIES AND WILL INDEMNIFY AND SAVE HARMLESS THE COUNTY OF ANDREWS FROM LIABILITY, CLAIM OR DEMAND ON THEIR PART, AGENTS, SERVANTS, CUSTOMERS, AND/OR EMPLOYEES WHETHER SUCH LIABILITY, CLAIM OR DEMAND ARISING FROM AN EVENT OR CASUALTY UPON OR IN ANY OF THE HALLS, ELEVATORS, ENTRANCES, STAIRWAYS, OR APPROACHES OF OR TO THE

FACILITIES WITHIN WHICH THE OCCUPIED PREMISES ARE LOCATED. SUCCESSFUL BIDDER SHALL PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST ANDREWS COUNTY GROWING OUT OF SUCH INJURY OR DAMAGES.

*TERMINATION OF CONTRACT:*

THIS CONTRACT SHALL REMAIN IN EFFECT UNTIL CONTRACT EXPIRES, DELIVERY AND ACCEPTANCE OF PRODUCTS AND/OR PERFORMANCE OF SERVICES ORDERED OR TERMINATED BY EITHER PARTY WITH A THIRTY (30) DAY WRITTEN NOTICE PRIOR TO ANY CANCELLATION. THE SUCCESSFUL BIDDER MUST STATE THEREIN THE REASONS FOR SUCH CANCELLATIONS. ANDREWS COUNTY RESERVES THE RIGHT TO AWARD CANCELLED CONTRACT TO THE NEXT LOWEST BIDDER AS IT DEEMS TO BE IN THE BEST INTEREST OF ANDREWS COUNTY.

*TERMINATION FOR DEFAULT:*

ANDREWS 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 ANDREWS COUNTY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. ANDREWS COUNTY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO:

1. MEETS SCHEDULES;
2. DEFAULTS IN THE PAYMENTS OF ANY FEES; OR
3. OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS.
4. IDENTIFY ALL PERPETUAL DISCOUNTS APPLIED TO THE ORIGINAL MANIFEST BASED UPON EARLY PAYMENTS AND/OR QUANTITY PURCHASES FROM THE REFINERIES.
5. IDENTIFY ANY PRICE CONCESSIONS AWARDED TO YOUR FIRM BY YOUR SUPPLIERS.

IN THE EVENT OF SUCCESSFUL BIDDER SHALL FAIL TO PERFORM, KEEP OR OBSERVE ANY OF THE TERMS AND CONDITIONS TO BE PERFORMED, KEPT OR OBSERVED, ANDREWS COUNTY SHALL GIVE THE SUCCESSFUL BIDDER WRITTEN NOTICE TO SUCH DEFAULT; AND IN THE EVENT SAID DEFAULT IS NOT REMEDIED TO THE SATISFACTION AND APPROVAL OF ANDREWS COUNTY WITHIN TWO (2) WORKING DAYS OF RECEIPT OF SUCH NOTICE BY THE SUCCESSFUL BIDDER, DEFAULT WILL BE DECLARED AND ALL THE SUCCESSFUL BIDDER'S RIGHTS SHALL TERMINATE.

BIDDER, IN SUBMITTING THIS BID AGREES THAT ANDREWS COUNTY SHALL NOT BE LIABLE TO PROSECUTION FOR DAMAGES IN THE EVENT THAT THE COUNTY OF ANDREWS DECLARES THE BIDDER IN DEFAULT. ANY NOTICE PROVIDED BY THIS BID (OR REQUIRED BY LAW) TO BE GIVEN TO THE SUCCESSFUL BIDDER BY ANDREWS COUNTY SHALL BE CONCLUSIVELY DEEMED TO HAVE GIVEN AND RECEIVED ON THE NEXT DAY AFTER SUCH WRITTEN NOTICE HAD BEEN DEPOSITED IN THE MAIL IN ANDREWS COUNTY, TEXAS BY REGISTERED OR CERTIFIED MAIL WITH SUFFICIENT POSTAGE AFFIXED THERETO, ADDRESSED TO THE SUCCESSFUL BIDDER AT THE ADDRESS SO PROVIDED; PROVIDED THIS SHALL NOT PREVENT THE GIVING OF ACTUAL NOTICE IN ANY OTHER MANNER.

*PURCHASES AND PAYMENTS:*

A PURCHASE ORDER SHALL BE GENERATED BY ANDREWS COUNTY TO THE SUCCESSFUL BIDDER. THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL ITEMIZED INVOICES AND PACKAGE SLIPS. **ANDREWS COUNTY WILL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED/DELIVERED WITHOUT A VALID CURRENT PURCHASE ORDER NUMBER.** PACKING SLIPS (IF FEASIBLE) OR OTHER SUITABLE SHIPPING DOCUMENTS SHALL ACCOMPANY EACH SPECIAL ORDER SHIPMENT AND SHALL SHOW: (A) NAME AND ADDRESS OF SUCCESSFUL BIDDER; (B) NAME AND ADDRESS OF RECEIVING DEPARTMENT AND/OR DELIVERY LOCATION; (C) ANDREWS COUNTY PURCHASE ORDER NUMBER; AND (D) DESCRIPTIVE INFORMATION AS TO THE ITEM(S) DELIVERED, INCLUDING PRODUCT CODE, ITEM NUMBER, QUANTITY, NUMBER OF CONTAINERS, ETC. INVOICES SHALL SHOW ALL INFORMATION AS STATED ABOVE, SHALL BE ISSUED FOR EACH PURCHASE ORDER AND SHALL BE MAILED DIRECTLY TO THE ANDREWS COUNTY AUDITOR, ROOM 109, COURTHOUSE, ANDREWS, TEXAS 79714. PAYMENT WILL BE MADE UPON RECEIPT AND ACCEPTANCE BY ANDREWS COUNTY OF ITEMS(S) ORDERED AND RECEIPT OF A VALID INVOICE, IN ACCORDANCE WITH THE STATE OF TEXAS PROMPT PAYMENT ACT, ARTICLE 601f V.T.C.S. SUCCESSFUL BIDDER IS REQUIRED TO PAY SUB-CONTRACTORS WITH TEN (10) DAYS.

*WARRANTY PROVISIONS:*

THE SUCCESSFUL BIDDER SHALL WARRANT THAT ALL GOODS/SERVICES 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. THE SUCCESSFUL BIDDER AND ANDREWS COUNTY AGREE THAT BOTH PARTIES HAVE ALL RIGHTS, DUTIES AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE.

*GENERAL PROVISIONS:*

THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF ANDREWS COUNTY.

THE APPARENT SILENCE (SILENCE OF SPECIFICATION) OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION 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.

*INSURANCE REQUIREMENTS:*

EACH INSURANCE POLICY TO BE FURNISHED BY SUCCESSFUL BIDDER SHALL INCLUDE, BY ENDORSEMENT TO THE POLICY, A STATEMENT THAT A NOTICE SHALL BE GIVEN TO ANDREWS COUNTY BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO CANCELLATION OR UPON ANY MATERIAL CHANGE COVERAGE.

ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE ANDREWS COUNTY AUDITOR, AT (432) 524-1410.



## OFFEROR SPECIFICATIONS & REQUIREMENTS

### SALE OF MOTOR FUELS:

THE SUCCESSFUL BIDDER AGREES TO FURNISH THE FOLLOWING FUELS AND MOTOR OILS FOR THE ANDREWS COUNTY PRECINCT BARNS, PARKS DEPARTMENT, GOLF COURSE MAINTENANCE, SHERIFF/LAW ENFORCEMENT AND/OR FUEL CARDS FOR ANDREWS COUNTY DESIGNATED FUEL SITES FOR ONE YEAR PERIOD BEGINNING **FEBRUARY 01, 2017**.

1. REGULAR UNLEADED GASOLINE (87 OCTANE MINIMUM)
2. DIESEL (REGULAR "C" TANCE MINIMUM 40)
3. DIESEL (LOW SULPHUR .05)
4. SUPER UNLEADED

ANDREWS COUNTY ESTIMATES, BUT DOES NOT GUARANTEE, THAT FUEL PURCHASES FOR ONE YEAR WILL BE APPROXIMATELY 30,000 GALLONS OF REGULAR UNLEADED, AND 25,000 GALLONS OF DIESEL FUEL. THE SUCCESSFUL BIDDER MUST DELIVER FUEL AND OIL WITHIN A TWENTY-FOUR (24) HOUR PERIOD.

THE SUCCESSFUL BIDDER WILL SELL MOTOR FUELS TO ANDREWS COUNTY USING THE FOLLOWING FORMULA: **RACK PRICE PLUS (+) FREIGHT (DELIVERY COST) PLUS (+) \_\_\_\_\_CENTS PER GALLON.** BIDDER MUST ADDRESS FUEL COST GUARANTEES, PAYMENT DISCOUNTS, AND COMMUTER OR MILITARY CONTRACT FUEL SALES DISCOUNTS, IF ANY.

### *INSURANCE:*

THE SUCCESSFUL BIDDER MUST OUTLINE INSURANCE REQUIREMENTS AND COVERAGE INDICATING BODILY INJURY, PROPERTY DAMAGE LIABILITY, AND PRODUCT LIABILITY COVERAGE.

### *QUALITY CONTROL:*

THE SUCCESSFUL BIDDER **MUST** OUTLINE THEIR QUALITY CONTROL PROGRAM TO INCLUDE SUCH ITEMS AS ON SITE QUALITY CONTROL INSPECTIONS, REPORTS, AND ON SITE TECHNICAL ASSISTANCE WHEN REQUESTED.

ALL BID ITEMS LISTED ABOVE WILL BE CONSIDERED, AND SUCCESSFUL BIDDER WILL BE SELECTED ON BASIS OF EVALUATION OF THE TOTAL BID PACKAGE.

BIDDERS MAY ATTACH PROPOSED CONTRACTUAL DOCUMENTS TO THE BID PROPOSAL FOR ANY OR ALL ABOVE REQUIREMENTS. THE SUCCESSFUL BIDDER WILL PREPARE AND FURNISH A DRAFT AGREEMENT WITHIN FIVE DAYS FOLLOWING OFFICIAL NOTIFICATION OF SUCCESSFUL BID.

**BID FORM**

**ANDREWS COUNTY MOTOR FUELS**

REGULAR UNLEADED \_\_\_\_\_ (\$ ) PER GALLON

DIESEL (REGULAR) \_\_\_\_\_ (\$ ) PER GALLON

DIESEL (LOW SULPHUR .05) \_\_\_\_\_ (\$ ) PER GALLON

SUPER UNLEADED \_\_\_\_\_ (\$ ) PER GALLON

RACK PRICE \_\_\_\_\_ (\$ ) PER GALLON

FUEL CARDS \_\_\_\_\_

BID SUBMITTED BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

- *FUEL DELIVERY REQUIRED WITHIN 24 HOURS AFTER RECEIVING ORDER*
- CAN YOU COMPLY? \_\_\_\_\_ YES \_\_\_\_\_ NO

**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.