

*CALHOUN COUNTY, TEXAS*

## **INVITATION TO BID**

### **ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL**

Bid Period: January 1, 2021 thru December 31, 2021

Bid Number: 2021.01

**BIDS WILL BE RECEIVED UNTIL**

**2:00 PM, Tuesday, November 10, 2020**

**AT THE OFFICE OF**

**Richard H. Meyer, County Judge,**

**Calhoun County Courthouse,**

**211 S. Ann St., Suite 301, Port Lavaca, TX 77979**

Public Bid Opening will be conducted at 2:00 PM, Tuesday, November 10, 2020 in the County Judge's office, Calhoun County Courthouse, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas

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  - Conflict of Interest Questionnaire Form CIQ – Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
  - Certification Regarding Debarment & Suspension and Other Responsibility Matters
  - Certification Regarding Lobbying
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## OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Current Mark-Up for Delivered Fuel - January 1, 2020 thru December 31, 2020

# INVITATION TO BID

BY ORDER OF the Commissioners Court of Calhoun County, Texas, sealed bids will be received for:

## **ANNUAL SUPPLY CONTRACT FOR DELIVERED FUEL**

Bid Period: January 1, 2021 thru December 31, 2021

Bid Number: 2021-01

**BID PACKAGES:** May be obtained by contacting the Calhoun County Auditor's Office.

Peggy Hall, Assistant Auditor  
Calhoun County Courthouse Annex II  
202 S. Ann St., Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Email: [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org)

Or on the county's website: [www.calhouncotx.org](http://www.calhouncotx.org), under Bid Notices and Results

**DEADLINE FOR SUBMISSION OF SEALED BIDS:** By 2:00 PM, Tuesday, November 10, 2020

### **SUBMISSION OF SEALED BIDS:**

Sealed bid shall be submitted to: Richard H. Meyer, County Judge  
Calhoun County Courthouse  
211 S Ann St, Suite 301  
Port Lavaca TX 77979

**The outside of the sealed 9 x 12 or larger envelope must be clearly marked:**

SEALED BID 2021.01 – DELIVERED FUEL

If you send your bid by UPS, FedEx, or other deliver service, the outside of this envelope must be clearly marked: SEALED BID 2021.01 – DELIVERED FUEL

**BID OPENING:** Public bid opening will be conducted at 2:00 PM, Tuesday, November 10, 2020 in the County Judge's Office, Calhoun County Courthouse, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas

Calhoun County reserves the right to accept or reject any and/or all bids for any/or all fuel and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

**BID AWARD:** Bids will be considered for award on Wednesday, November 25, 2020.

Award information will be sent to all bidders that submitted a bid regardless if the bidder was awarded a bid or not. Bid awards will also be posted on the county's website ([www.calhouncotx.org](http://www.calhouncotx.org)) under Bid Notices and Results as soon as time permits.

# RETURN INSTRUCTIONS

For

Submitting a Bid for

ANNUAL SUPPLY CONTRACT FOR

DELIVERED FUEL

Bid Period: January 1, 2021 thru December 31, 2021

Bid Number: 2021-01

**Return the following by 2:00 PM, TUESDAY, NOVEMBER 10, 2020**

**Check List for submitting your Bid:**

***Be sure all necessary forms are included and or completed, signed and dated***

\_\_\_\_\_ Invitation to Bid Form (page 1-7)

\_\_\_\_\_ Method or Source Document used for Mark-Up throughout the bid period

\_\_\_\_\_ Affidavit

\_\_\_\_\_ Certificate of Interested Parties, Form 1295

Form 1295 must be completed online – Copy that is included is Sample Copy Only

Do Not Fill Out Sample Copy. Form 1295 must be completed online.

#1: Vendor's Name, City, State and Country

#2: Calhoun County, Texas

#3: Bid Number: 2021-01; Delivered Fuel, January 1, 2021 thru December 31, 2021

*On #4 and #5, complete only the one that applies to your company*

#4: Fill in the correct information OR #5: Mark an X in the Box

#6: Fill in the correct information and print

*When you print you should see a Certificate Number and Date Filed in the upper right hand box that is marked*

*"Office Use Only". Be sure that all of #6 is completed and signed. Do not leave out any information.*

This form does not need to be notarized. It is now an Unsworn Declaration. Form 1295 must be signed

\_\_\_\_\_ Certificate of Liability Insurance

Please return a copy of your current Certificate of Liability Insurance with your bid.

This will provide proof that you currently carry at least the minimum required coverage.

Once bids are awarded, the bidder that is awarded a bid must provide a Certificate of Liability Insurance that reflects that

Calhoun County (certificate holder) is an additional insured on general liability subject to the conditions of the additional insured

\_\_\_\_\_ Conflict of Interest Questionnaire, Form CIQ

Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign

and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

\_\_\_\_\_ Certification Regarding Debarment & Suspension and Other Responsibility Matters

\_\_\_\_\_ Certification Regarding Lobbying

\_\_\_\_\_ Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date

\_\_\_\_\_ House Bill 89 Verification

\_\_\_\_\_ Residence Certification

\_\_\_\_\_ Vendor and Order Information Form

\_\_\_\_\_ W-9

Do Not Fold any of the above information.

Bid must be returned in a sealed 9 x 12 or larger envelope clearly marked:

Sealed Bid 2021.01 – Delivered Fuel

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

Sealed Bid 2021.01 – Delivered Fuel

Submit Sealed Bid to: Richard H. Meyer, County Judge

Calhoun County Courthouse

211 S. Ann St., Suite 301

Port Lavaca, TX 77979

## **CALHOUN COUNTY, TEXAS GENERAL CONDITIONS**

**General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.**

### **Governing Law:**

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

### **Completion of Bid, RFP, RFQ, and/or Contract Forms:**

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidder's/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

**Submission of Bid, RFP, RFQ, and/or Contract:**

On or before the due date and time, the bidder/vendor must return the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms to the Calhoun County Judge's Office, 211 S. Ann St., 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas.

The clock in the Calhoun County Judge's office is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark will not suffice.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a sealed 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the sealed envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

**Withdrawal of Bid, RFP, RFQ, and/or Contract:**

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

**Opening and Award of Bid, RFP, RFQ, and/or Contract:**

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

**Governing Forms:**

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

**Addendums:**

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum.

**Indemnification/Hold Harmless:**

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

**Waiver of Subrogation:**

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

**Bonds:**

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

**Taxes:**

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes. Tax exempt forms will be furnished upon request to the Calhoun County Auditor's Office.

**Pricing:**

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive unless otherwise stated in the specifications. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor, unless otherwise stated in the specifications, and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

**Inspections:**

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

**Testing:**

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

**Material Safety Data Sheets:**

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

**Awards:**

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

**Assignment:**

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

**Term of the Bid, RFP, RFQ, and/or Contract:**

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

**Obligation of the Bid, RFP, RFQ, and/or Contract:**

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

**Delivery:**

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

**Rejections:**

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

**Termination:**

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

**Delinquent Property Taxes:**

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

**Certificate of Interested Parties – Form 1295**

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85<sup>th</sup> Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term “business entity” includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term “contract” includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked “Office Use Only” located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

*Calhoun County Commissioners Court will not consider for action any Bid, RFP, RFQ, and/or Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.*

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract, or awards a Bid, RFP, and/or RFQ with a business entity, the County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

**Debarment:**

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder’s/vendor’s principals, are not on the federal government’s list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results, including principals, if any, from the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) that includes the record date must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

**Invoices and Payments:**

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

**Gratuities:**

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

**Warranty Product:**

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or 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. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

**Cancellation:**

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

**Force Majeure:**

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

**Waiver:**

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**Applicable Law:**

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

**Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:**

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

**Insurance:**

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at their own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

**OSHA Requirements:**

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

**Protest Procedures:**

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

**Public Information Act:**

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

**CALHOUN COUNTY AUDITOR**

To request information from Calhoun County, please contact:

Cindy Mueller  
Calhoun County Auditor  
Calhoun County Courthouse Annex II  
202 S Ann St, Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Fax: 361-553-4614  
Email: cindy.mueller@calhouncotx.org

To request a Bid, RFP, and/or RFP packet from Calhoun County, or information on how to obtain a packet, please contact:

Peggy Hall  
Assistant Auditor  
Calhoun County Courthouse Annex II  
202 S Ann St, Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Fax: 361-553-4614  
Email: peggy.hall@calhouncotx.org

Bids, RFPs, and/or RFQs may also be viewed on Calhoun County's website, [www.calhouncotx.org](http://www.calhouncotx.org), under Bid Notices and Results.

# **SPECIFICATIONS FOR DELIVERED FUEL**

BY ORDER OF the Commissioners Court of Calhoun County, Texas, sealed bids will be received for Delivered Fuel as needed by the Road and Bridge Precincts, other Calhoun County Departments, and the Calhoun County Hospital and Clinic (Memorial Medical Center & Memorial Medical Clinic), (all hereinafter called Calhoun County) for fuel tanks and/or generator fuel tanks.

See Contact and Billing Information and Location of Fuel Tanks and Generator Fuel Tanks for complete information for each Calhoun County delivery location.

## **DEADLINE FOR SEALED BID SUBMISSION IS**

2:00 PM, Tuesday, November 10, 2020

## **SUBMISSION OF SEALED BIDS**

Sealed bid shall be submitted to: Richard H. Meyer, County Judge  
Calhoun County Courthouse  
211 S Ann St, Suite 301  
Port Lavaca, TX 77979

The outside of the sealed 9 x 12 or larger envelope must be clearly marked:  
Sealed Bid 2021.01 – Delivered Fuel

If you send your bid by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked: Sealed Bid 2021.01 – Delivered Fuel

## **BID TERM**

The bid shall be in effect for a period of twelve (12) months beginning January 1, 2021 and ending December 31, 2021.

## **BID INFORMATION/REQUIREMENTS**

To submit a valid bid, read the entire Invitation to Bid Packet for all required information that must be included and all required forms that must be filled out, signed and dated and returned.

Calhoun County is always very conscious and extremely appreciative of the time and effort you have expended to submit a bid. If you will not be submitting a bid, we would appreciate you indicating on your “NO BID” response any requirements of this bid request which may have influenced your decision to “NO BID.”

Calhoun County is not responsible for errors if the bid forms are handwritten. It is recommended that all information submitted by the vendor on the bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

All bidders shall provide the Brand Name for each type of fuel to be used throughout the bid period in the space provided on the Invitation To Bid Form.

Unleaded Gasoline must be free from water and suspended matter and octane of 87 and octane of 93 Non-Ethanol.

Diesel Fuel must be free from water and suspended matter.

The awarded bidder shall supply Calhoun County with a 1,000 gallon skid fuel tank and pump with meter at no additional charges. The movable skid fuel tank should be double wall or a single wall tank and secondary containment that satisfies TCEQ requirements. Delivery (free of delivery charges by the awarded bidder) of the empty skid fuel tank will be to the Calhoun County Recycle Center, 900 Landfill Road, Port Lavaca. The skid fuel tank, when needed, will be moved by Calhoun County to close proximity of the Calhoun County Courthouse, 211 S. Ann St., Port Lavaca and fuel will be delivered to this location.

All bidders are required to bid a **MARK-UP** per gallon for each fuel type and location. Unless noted under Other Fees not included in mark-up **the Mark-Up per gallon shall include any and all delivery charges and other fees that will be billed in addition to the Lowest Rack Price and Texas State Excise Tax that is listed.** MARK-UP WILL REMAIN CONSTANT THROUGHOUT THE TERM OF THE CONTRACT.

All bidders shall provide with their bid a copy of the method or source document used for mark-up throughout the bid period.

Calhoun County expects the lowest rack price on fuel ordered.

Calhoun County is aware that the Rack Price may vary throughout the term of the contract. Bidders shall note on the bid sheet the method or source that will be used throughout the term of the contract to determine the lowest Rack Price and shall provide a sample copy of any documentation available with their bid. In addition, the bidder shall supply documentation of corresponding lowest rack price with each invoice. Awarded bidder will be required to furnish acceptable evidence to substantiate the rack price charge with each billing and bill of lading from pickup location.

Calhoun County is EXEMPT from all Federal Excise Taxes and Sales Tax (county, city and state sales tax).

Calhoun County is subject to Texas State Excise Tax on gasoline and clear diesel.

The bidder must state on the Invitation to Bid form all Other Fees that are not included in the mark-up per gallon. Only other fees listed on the Invitation to Bid form or separate page that is signed and dated by an authorized representative and returned by the bidder with their bid and awarded as such to the successful bidder will be allowed to be included on the invoice when the awarded bidder submits the invoice for payment. **If bidder does not list any Other Fees, then the invoice shall only include the Lowest Rack Price plus Mark-Up and Texas State Excise Tax when applicable.**

Delivery shall be FOB Destination to the designated delivery location.

Bidder must list on the Invitation to Bid form any delivery charges or fees for after hours, weekends and/or holidays. If these charges or fees are not listed, no other delivery charges or fees can be included on the invoice.

All charges must be included in the mark-up per gallon or clearly stated on bid form. Additional charges listed separately, if any, will increase the amount of the bid.

Any exceptions and/or variations from the specifications in this bid document must be indicated on the bid form or on a separate attachment to the bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the bidder's bid or separate attachment may void the bid.

The request for a bid on delivered fuel does not guarantee that Calhoun County will purchase this product during the bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. Fuel will only be ordered as needed.

Calhoun County has the right to reject, at any time, any fuel that is undesirable. Calhoun County legally accepts delivery of fuel after it is unloaded and approved by Commissioners and or an employee of other Calhoun County Departments.

Loaded weight of truck, trailer and fuel cannot exceed legal state and county weight limits on road and bridges that approach designated delivery sites. Bidder shall check with Precinct Commissioner for such limits.

All fuel ordered will be delivered to the delivery site designated and within 24 hours from time of order. In the event a contracted bidder is unable to deliver the fuel ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said fuel from the bidder which submitted the next lowest bid that met bid specifications and/or requirements and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Awarded bidder shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County delivery location at the designated time, Calhoun County shall have the right to cancel and/or refuse acceptance of the order. Calhoun County shall not be assessed any penalties, fees and/or other costs due to this cancellation and/or refusal.

If awarded bidder cannot supply a product, a written statement from the bidder indicating the reason, must be sent to the County department and Calhoun County reserves the right to spot purchase product.

Calhoun County and/or the awarded bidder have the right to cancel the delivery of fuel at any time due to weather and/or road conditions. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of fuel is cancelled by Calhoun County and/or the awarded bidder due to weather and/or road conditions.

Calhoun County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as

the "Texas Right to Know Act". No penalties, fees and/or other charges will be billed to Calhoun County in the event an order is refused due to non-compliance of the specifications, general conditions and/or State and Federal Regulations.

The bidder, at the bidder's cost, shall immediately remove the fuel from the Calhoun County location that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges shall be billed to Calhoun County for the removal of the fuel from the Calhoun County location.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified products for testing and to perform random audits of test reports. Calhoun County representatives may sample products from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the products. If testing will be performed through a third party, the bidder will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any product(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the bidder.

The award of a bid will be voided if specifications, general conditions and/or instructions within this Invitation to Bid Packet are not followed. The bid would then be awarded to the bidder which submitted the next lowest bid that met specifications and all requirements of the Invitation to Bid Packet.

Invoices shall not include other charges, including freight, handling charges or special delivery charges, when invoiced unless these charges were noted on the bid form or separate attachment and awarded as such.

Invoices to Calhoun County must be billed to Calhoun County with reference to the Commissioner and Precinct or other Calhoun County Department that is being invoiced. (See Contact and Billing Information and Location of Fuel Tanks and Generator Fuel Tanks)

Invoices must list separately the Texas State Excise Tax and/or Other Fees if any Other Fees were awarded.

Invoices must not include any Federal Excise Taxes or Sales Tax (county, city or state sales tax).

Each invoice must include the delivery ticket that was signed by a Calhoun County employee at the time of delivery.

Each invoice must include a copy of the source document used to calculate the base price of the fuel purchased, with such base price highlighted or clearly marked. The successful bidder shall use the same source document throughout the term of the contract (example: weekly OPIS Price Index; rack pricing from the same company, etc.).

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all bids for any/or all fuel and/or services covered in this bid request and to waive

informalities or defects in bids or to accept such bids as it shall deem most advantageous and to be in the best interest of Calhoun County.

Calhoun County will evaluate and award bid based on lowest and best bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, other fees, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options bid as it deems to be in the best interest of Calhoun County.

Although the cost of fuel to be provided is an essential part of the bid, Calhoun County is not obligated to award a bid (contract) on the sole basis of cost but will award to the bidder considered to be the best value to the County.

The bid award shall be based on, but not necessarily limited to, the following factors:

- Mark-Up per gallon
- Other Fees, if any, not included in mark-up per gallon
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning and/or including all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with products bid
- Bidder's past performance record with Calhoun County

If bids are awarded, award information will be emailed and/or mailed to all bidders that submitted a bid regardless if the bidder was awarded a bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the bidders as soon as possible. To obtain results, or if you have any questions, please contact Peggy Hall, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4610, [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org). As time permits, bid awards will be posted on Calhoun County's website, [www.calhouncotx.org](http://www.calhouncotx.org), under Bid Notices and Results.

Once bids are awarded by Calhoun County Commissioners Court, this bid packet in its entirety will be the working contract between Calhoun County and the successful bidder for the period designated.

Calhoun County or the bidder may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the bid (contract) shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the bid (contract) with its present provisions and prices.

Bidder understands that Calhoun County is a government entity subject to Texas State and Federal Public Information Statutes. Bidder hereby waives any obligation to the release to the public of any documents submitted in accordance with the bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid Packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and/or emailed to each bidder that received a bid packet.

All disputes or protests will be held in Calhoun County, Texas.

#### INSURANCE REQUIREMENTS

The awarded bidder must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (bidder) is covered by insurance within the following minimum limits of liability:

- Statutory Workers' Compensation and Employer's Liability Insurance (\$1,000,000 or greater) with a Waiver of Subrogation in favor of Calhoun County.
- General Liability including Product Liability Insurance (\$100,000/\$3,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)

Coverage shall apply on an occurrence basis.

In the event any work is sublet, the contractor (bidder) shall require each subcontractor similarly to provide the same coverage and shall acquire evidence of such coverage of the subcontractor.

The policy(s) shall be on the commercial general liability form and shall include coverage for acts of independent contractors. Calhoun County shall be covered as an additional insured under the policy(s).

The certificates of insurance furnished to Calhoun County shall contain a provision that coverage under such policies shall not be cancelled or materially changed unless at least a 30 days prior written notice has been given to Calhoun County.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the awarded bidder does not release or diminish in any manner the liability or obligations of the awarded bidder or subcontractor or constitute a waiver of any of the insurance requirements for the bid.

Replacement certificates of liability of insurance evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the County Auditor's office prior to the expiration of the current policies.

Should the awarded bidder at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the bid and/or pursue any remedy available by law.

The insurance coverage requirements in this bid will in no way be construed as limiting the scope of indemnification.

### ADDITIONAL INFORMATION

All fuel tanks and/or generator fuel tanks currently being used by Calhoun County are owned by Calhoun County.

All fuel tanks and generator fuel tanks are above ground with the exception of one of the generator fuel tanks that is located at Memorial Medical Center (Hospital).

Calhoun County is not currently an OPIS subscriber.

Average size of delivery for the Calhoun County Precincts:

- Precinct 1: About 1000-1500 gallons each of unleaded & diesel
- Precinct 2: About 800-900 gallons of unleaded & 2000-3000 gallons diesel
- Precinct 3: About 700-800 gallons unleaded & 300-400 gallons diesel
- Precinct 4-P: About 500 gallons unleaded & 400-500 gallons diesel
- Precinct 4-S: 104 E Dallas – About 1200-1500 gallons unleaded & 900-1000 diesel;  
448 Harbor Road – About 800-1000 gallons diesel

Do Calhoun County Precincts typically order both products at one time?

- Precinct 1: Yes
- Precinct 2: No (due to the extra 3,000 gallon tank for diesel)
- Precinct 3: Yes
- Precinct 4-P: Sometimes (try our best, but not always possible)
- Precinct 4-S: Sometimes (try our best, but not always possible)

How often are orders placed?

- Precinct 1: About 4 times a year depending on work being done
- Precinct 2: About every 6 weeks for unleaded and every 3<sup>rd</sup> order for diesel (about 4 times a year)
- Precinct 3: About 5 times a year
- Precinct 4-P: About every 2 to 3 months for unleaded and diesel
- Precinct 4-S: 104 E Dallas – About every month for unleaded and quarterly for diesel;  
448 Harbor Road – About every 2 months for diesel
- Generators: As needed depending on necessity of use of generator

All Calhoun County Precincts and other Calhoun County Departments order at a different time including 4-P (Port O'Connor) and 4-S (Seadrift).

All Calhoun County Precincts and other Calhoun County Departments handle their own fuel orders; therefore invoices are billed to each separately. (See Contact and Billing Information and Location of Fuel Tanks and Generator Fuel Tanks)

## REQUIRED INFORMATION/FORMS TO BE RETURNED WITH INVITATION TO BID

- Invitation to Bid Form (page 1-7)
- Method or Source Document used for Mark-Up throughout the bid period
- Affidavit
- Certificate of Interested Parties, Form 1295 – Must return when submitting your bid
- Certificate of Current Liability Insurance – Return a copy of your current Certificate of Liability Insurance with your bid. This will provide proof that you carry at least the minimum required coverage.  
Once the bids are awarded, the bidder that is awarded a bid must provide a Certificate of Liability Insurance that reflects that Calhoun County (certificate holder) is an additional insured on general liability subject to the conditions of the additional insured.
- Conflict of Interest Questionnaire, Form CIQ – Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date
- House Bill 89 Verification
- Residence Certification
- Vendor and Order Information Form
- W-9

## INVITATION TO BID FORM

### Annual Supply Contract for Delivered Fuel

Beginning January 1, 2021 and Ending December 31, 2021

Bid Number: 2021.01

#### VENDOR'S NAME AND ADDRESS:

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- Please type or print in ink. If handwritten, must be legible.
- White out is not acceptable.
- This is a bid form only and does not represent an order for a purchase by Calhoun County.
- Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate Calhoun County to purchase some of the items from that bidder. Calhoun County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions. The Invitation to Bid packet, in its entirety, will be the binding contract between Calhoun County and the successful bidder.

#### • SEE SPECIFICATIONS FOR DELIVERED FUEL AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS

- Estimated quantities are not guaranteed for the year. Amounts will vary by need.
- ALL Transportation Costs and Other Fees must be included in the bid mark-up or clearly stated on the bid
- FOB Calhoun County
- Delivery in 24 hours from receipt of order.
- Calhoun County is Exempt from all Federal Excise Taxes and Sales Tax (county, city and state sales tax).
- Calhoun County is Not Exempt from: Texas State Excise Tax on Gasoline and Clear Diesel

#### • ALL OTHER FEES NOT INCLUDED IN MARK-UP PER GALLON MUST BE LISTED AND CLEARLY STATED ON THE BIDDER'S BID.

If extra space is needed to list Other Fees, attach a separate page stating the fee and amount of the fee. This separate page must be signed and dated by an authorized representative. Make note of this separate page under the Other Fees column.

**Only Fees listed on the bid returned by the bidder and awarded as such to the successful bidder will be allowed to be included on the invoice when the awarded bidder submits the invoice for payment.**

Method or Source (provide copy) that will be used throughout the bid period: \_\_\_\_\_

				OTHER FEES NOT INCLUDED IN MARK-UP If not applicable <u>or</u> included in mark-up, Mark NA			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee (Based on Number of Gallons Delivered)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
<b>Precinct 1</b> Fuel Tank(s) Location: 305 Henry Barber Way Port Lavaca TX 77979	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Gasoline Unleaded 93 Octane Non-Ethanol Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Precinct 2</b> Fuel Tank(s) Location: 5812 FM 1090 Port Lavaca TX 77979	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	

				OTHER FEES NOT INCLUDED IN MARK-UP If not applicable <u>or</u> included in mark-up, Mark NA			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee (Based on Number of Gallons Delivered)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
<b>Precinct 3</b> Fuel Tank(s) Location: 24627 State Hwy 172 Port Lavaca TX 77979 (Precinct 3 is in Olivia)	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Gasoline Unleaded 93 Octane Non-Ethanol Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Precinct 4 (Port O'Connor)</b> Fuel Tank(s) Location: 93 Trevor Street (Off of Hwy 185) Port O'Connor TX 77982	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	

				OTHER FEES NOT INCLUDED IN MARK-UP If not applicable <u>or</u> included in mark-up, Mark NA			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee (Based on Number of Gallons Delivered)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
<b>Precinct 4 (Seadrift)</b> Fuel Tank(s) Location: 104 E Dallas Seadrift TX 77983	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Gasoline Unleaded 93 Octane Non-Ethanol Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Precinct 4 (Seadrift)</b> Fuel Tank(s) Location: 448 Harabor Road Seadrift TX 77983	Gasoline Unleaded 87 Octane Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	

				OTHER FEES NOT INCLUDED IN MARK-UP If not applicable <u>or</u> included in mark-up, Mark NA			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee (Based on Number of Gallons Delivered)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
<b>Skid Fuel Tank</b> Skid Location for Fuel Delivery: Within Close Proximity to the Calhoun County Courthouse 211 S Ann Street Port Lavaca TX 77979	Diesel Low Sulfur (Clear Diesel) Brand Name: _____	\$ _____	\$0.20			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Generator - Calhoun County Courthouse</b> Generator Fuel Tank Location for Fuel Delivery: 211 S Ann Street Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Generator - Calhoun County Adult Detention Center (JAIL)</b> Generator Fuel Tank Location for Fuel Delivery: 302 W Live Oak Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	

				OTHER FEES NOT INCLUDED IN MARK-UP If not applicable <u>or</u> included in mark-up, Mark NA			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee (Based on Number of Gallons Delivered)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
<b>Generator - EMS Central Station (Emergency Management Services)</b> Generator Fuel Tank Location for Fuel Delivery: 705 Henry Barber Way Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Generator - EMS South Station (Emergency Management Services)</b> Generator Fuel Tank Location for Fuel Delivery: 6084 State Hwy 185 E Seadrift TX 77983	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	

				OTHER FEES NOT INCLUDED IN MARK-UP If not applicable <u>or</u> included in mark-up, Mark NA			
Department	Fuel Type	Mark-Up Per Gallon	Texas State Excise Tax	LUST FEE	OSLTF - Federal Oil Spill Fee	Texas Environmental Fee (Based on Number of Gallons Delivered)	List Any Other Fee(s) AND Amount of Fee(s) Ex: After Hours Call Out Service Fee
<b>Generator - Memorial Medical Center (Hospital)</b> Generator Fuel Tank Location for Fuel Delivery: 815 N Virginia Street Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	
<b>Generator - Memorial Medical Clinic</b> Generator Fuel Tank Location for Fuel Delivery: 1016 N Virginia Street Port Lavaca TX 77979	Diesel Low Sulfur (Red Diesel) Brand Name: _____	\$ _____	NA			Less than 2,500 Gallons = \$ _____ 2,500 Gallons but Less than 5,000 Gallons = \$ _____	

The undersigned affirms that they are duly authorized to execute this bid and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this bid. The undersigned affirms that they have read the entire Invitation to Bid packet and fully understands and has followed all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: \_\_\_\_\_

Authorized Signature & Title: \_\_\_\_\_

Printed Name & Title of Authorized Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

REMARKS: \_\_\_\_\_

## ESTIMATED QUANTITY INFORMATION

The quantities listed below are merely estimates of annual usage - not actual order amounts. During the period of the Delivered Fuel Contract, Calhoun County will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed below. Fuel will only be ordered as needed and amounts will vary by need.

Department	Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
<b>Precinct 1</b> 305 Henry Barber Way Port Lavaca	2,000	Gasoline, Unleaded, 87 Octane	6,000
	500	Gasoline, Unleaded, 93 Octane, Non-Ethanol	500 - 1,000
	2,600	Diesel, Low Sulfur, Clear Diesel (On Road)	8,500
<b>Precinct 2</b> 5812 FM 1090, Port Lavaca	1,000	Gasoline, Unleaded, 87 Octane	6,000
	1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	8,500
	3,000	Diesel, Low Sulfur, Clear Diesel (On Road)	
<b>Precinct 3</b> 24627 State Hwy 172 Port Lavaca (Precinct 3 is in Olivia)	1,000	Gasoline, Unleaded, 87 Octane	4,000
	500	Gasoline, Unleaded, 93 Octane, Non-Ethanol	500 - 1,000
	1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	8,000
<b>Precinct 4 - Port O'Connor</b> 93 Trevor Street (Off of Hwy 185) Port O'Connor	500	Gasoline, Unleaded, 87 Octane	4,000
	500	Diesel, Low Sulfur, Clear Diesel (On Road)	3,000
<b>Precinct 4 - Seadrift</b> 104 E Dallas Seadrift	3,000	Gasoline, Unleaded, 87 Octane	9,000
	500	Gasoline, Unleaded, 93 Octane, Non-Ethanol	500 - 1,000
	3,000	Diesel, Low Sulfur, Clear Diesel (On Road)	6,000
<b>Precinct 4 - Seadrift</b> 448 Harbor Road, Seadrift	1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	4,000
<b>** Skid Fuel Tank</b> Within close proximity to the Calhoun County Courthouse for Fuel Delivery	** 1,000	Diesel, Low Sulfur, Clear Diesel (On Road)	NA
** Skid Fuel Tank: 1,000 gallon Skid Fuel Tank with Pump and Meter to be provided by successful bidder at no charge. The skid fuel tank should be double wall or a single wall tank and secondary containment that satisfies TCEQ requirements (See Specifications)			

Estimated Quantity Information -- Continued

Department	Tank Size (Gallons)	Type of Fuel	Estimated Yearly Quantity (Gallons)
<b>Generator - Calhoun County Courthouse</b> 211 S Ann St, Port Lavaca	785	Diesel for Generator, Low Sulfur, Red Diesel	0 - 785
<b>Generator - Calhoun County Adult Detention Center (JAIL)</b> 302 W Live Oak, Port Lavaca	706	Diesel for Generator, Low Sulfur, Red Diesel	0 - 706
<b>Generator - EMS Central Station (Emergency Management Services)</b> 705 Henry Barber Way Port Lavaca	250	Diesel for Generator, Low Sulfur, Red Diesel	0 - 250
<b>Generator - EMS South Station (Emergency Management Services)</b> 6084 State Hwy 185 E Seadrift	250	Diesel for Generator, Low Sulfur, Red Diesel	0 - 250
<b>Generator - Memorial Medical Center (Hospital)</b> 815 N Virginia St Port Lavaca	2,500 Underground Tank	Diesel for Generator, Low Sulfur, Red Diesel	0 - 2,500
	2,000 Above Ground Tank	Diesel for Generator, Low Sulfur, Red Diesel	0 - 2,000
<b>Generator - Memorial Medical Clinic</b> 1016 N Virginia St Port Lavaca	500	Diesel for Generator, Low Sulfur, Red Diesel	0 - 500

**CONTACT AND BILLING INFORMATION  
AND  
LOCATION OF FUEL TANKS AND GENERATOR FUEL TANKS**

**Calhoun County Precinct 1**

Commissioner David Hall  
305 Henry Barber Way (by the County Fairgrounds)  
Port Lavaca, TX 77979  
Office Manager: Angela Torres  
Office: 361-552-9242  
Fax: 361-553-8734  
**Location of Fuel Tanks:** 305 Henry Barber Way, Port Lavaca, TX

**Calhoun County Precinct 2**

Commissioner Vern Lyssy  
5812 FM 1090 (Six Mile)  
Port Lavaca, TX 77979  
Office Manager: Lesa Jurek  
Office: 361-552-9656  
Fax: 361-553-6664  
**Location of Fuel Tanks:** 5812 FM 1090, Port Lavaca, TX

**Calhoun County Precinct 3**

Commissioner Precinct 3  
24627 State Hwy 172 (Olivia)  
Port Lavaca, TX 77979  
Office Manager: Lynette Adame  
Office: 361-893-5346  
Fax: 361-893-5309  
**Location of Fuel Tanks:** 24627 State Highway 172, Olivia TX

**Calhoun County Precinct 4**

Precinct 4-P (Port O'Connor)  
Commissioner Gary Reese  
Trevor St off of Hwy 185  
Port O'Connor, TX 77982  
Office Manager: April Townsend  
Use same numbers as Seadrift (4-S)  
**Location of Fuel Tanks – Pct 4-P Barn #3:** 93 Trevor Street off of Highway 185, Port O'Connor, TX

**Calhoun County Precinct 4**

**Precinct 4-S (Seadrift)**

Commissioner Gary Reese

104 E Dallas St

PO Box 177

Seadrift, TX 77983

Office Manager: April Townsend

Office: 361-785-3141

Fax: 361-785-5602

**Location of Fuel Tanks – Pct 4-S Barn #1:** 104 E Dallas, Seadrift TX

**Location of Fuel Tanks – Pct 4-S Barn #2:** 448 Harbor Road, Seadrift TX

**Skid Fuel Tank:**

Calhoun County

Attn: Commissioner David Hall

305 Henry Barber Way

Port Lavaca, TX 77979

Office: 361-552-9242

Fax: 361-553-8734

**Storage Location when not in use:** Calhoun County Recycle Center, 900 Landfill Rd, Port Lavaca TX

**Location for Fuel Delivery:** Within close proximity to the Calhoun County Courthouse, 211 S Ann St, Port Lavaca TX

**Calhoun County Courthouse - Generator**

Calhoun County Maintenance

Attn: Everett Wood, Maintenance Supervisor

211 S Ann St

Port Lavaca, TX 77979

Contact Person: Everett Wood, Maintenance Supervisor

Office: 361-553-4499

Fax: 361-553-4497

**Location of Generator:** 211 S Ann St, Port Lavaca, TX

**Calhoun County Adult Detention Center (Jail) - Generator**

Calhoun County Maintenance

Attn: Everett Wood, Maintenance Supervisor

211 S Ann St

Port Lavaca, TX 77979

Contact Person: Everett Wood, Maintenance Supervisor

Office: 361-553-4499

Fax: 361-553-4497

**Location of Generator:** 302 W Live Oak, Port Lavaca, TX (Corner of Live Oak and San Antonio St)

**EMS Central Station (Emergency Management Services) - Generator**

Calhoun County EMS Central Station

Attn: Accounts Payable

705 Henry Barber Way

Port Lavaca, TX 77979

Office: 361-552-1140

Fax: 361-552-6552

**Location of Generator:** 705 Henry Barber Way, Port Lavaca, TX

**EMS South Station (Emergency Management Services) - Generator**

Calhoun County EMS South Station

Attn: Accounts Payable

705 Henry Barber Way

Port Lavaca, TX 77979

Office: 361-552-1140

Fax: 361-552-6552

**Location of Generator:** 6084 State Hwy 185 East, Seadrift, TX

**Memorial Medical Center (Hospital) - Generator**

Memorial Medical Center

Attn: Accounts Payable

815 N Virginia St

Port Lavaca, TX 77979

Accounts Payable: Melissa McKissack – Office: 361-552-0256; Fax: 361-551-4504

Order Contact: Bethann Diggs, Plant Services Dept. Asst. – Office: 361-552-0392; Fax: 361-552-0312

**Location of Hospital Generator:** 815 N Virginia St, Port Lavaca, TX

**Memorial Medical Clinic - Generator**

Memorial Medical Clinic

c/o Memorial Medical Center

Attn: Accounts Payable

815 N Virginia St

Port Lavaca, TX 77979

Accounts Payable: Melissa McKissack – Office: 361-552-0256; Fax: 361-551-4504

Order Contact: Bethann Diggs, Plant Services Dept. Asst. – Office: 361-552-0392; Fax: 361-552-0312

**Location of Clinic Generator:** 1016 N Virginia St, Port Lavaca, TX

# **REQUIRED INFORMATION/FORMS**

## **INFORMATION/FORMS REQUIRED TO BE RETURNED WITH BIDDER'S BID**

### **Bidder must return the following information/forms with their Bid:**

- Invitation to Bid Form (page 1-7)
- Method or Source Document used for Mark-up throughout the bid period
- Affidavit
- Certificate of Interested Parties Form 1295 – Must include when submitting your bid
- Certificate of Liability Insurance – Return a copy of your current coverage – This will provide proof that you carry at least the minimum required coverage – Once an award is made, the awarded bidder must provide a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured.
- Conflict of Interest Questionnaire Form CIQ – Every bidder doing business with Calhoun County or seeking to do business with Calhoun County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- Certification Regarding Debarment & Suspension and Other Responsibility Matters
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities – If Not Applicable, bidder must mark NA and sign and date
- House Bill 89 Verification
- Residence Certification
- Vendor and Order Information Form
- W-9

## *Invitation To Bid Form*

- Return the Invitation to Bid Form (page 1-7)

Be sure to complete all information or if not applicable or no charge, mark NA

## *Method or Source Document for Mark-Up*

- Return a copy of the method or source document used for mark-up throughout the bid period

## *Affidavit*

- Complete and return this form with your bid

STATE OF TEXAS                {}

**AFFIDAVIT**

COUNTY OF CALHOUN        {}

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications and General Conditions.

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 affirm that I am duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder.

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 or to any official, employee, or agent of Calhoun County in connection with the submitted bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or to any official, employee, or agent of Calhoun County prior to the official opening of this Bid.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name and Title of Affiant

Name of Bidder (Company) \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

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

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

## ***CERTIFICATE OF INTERESTED PARTIES, FORM 1295***

- Form 1295 must be filled out online, printed, #6 completed including signature and returned with bidder's bid. *The copy included is a Sample Copy Only.*
- Return completed Form 1295 with your bid

**#1** Vendor's Name, City, State and Country

**#2** Calhoun County, Texas

**#3** Bid Number 2021.01  
Delivered Fuel, January 1, 2021 thru December 31, 2021

**On #4 and #5, complete only the one that applies to you**

**#4** Fill in the correct information if this applies

**OR**

**#5** Mark an X in the Box if this applies

**#6** Fill in the correct information and print

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

**Be sure that all of #6 is completed and signed.**

Do not leave out any information.

The form does not need to be notarized. It is an Unsworn Declaration.

Form 1295 must be signed

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**Calhoun County, Texas**  
**POLICY OF COMPLIANCE**  
**SECTION 2252.908 TEXAS GOVERNMENT CODE**  
**Approved by Commissioners Court January 28, 2016**  
**Amended by Commissioners Court January 31, 2018**

**BACKGROUND**

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85<sup>th</sup> Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

**COMPLAINCE**

**Calhoun County Commissioners Court** will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract or awards a bid with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

## *Current Certificate of Liability Insurance*

- Return a copy of your current Certificate of Liability Insurance with your bid. This copy of your current insurance will provide proof that you carry at least the minimum required coverage. At this time, this copy does not require listing Calhoun County as an additional insured.
- Once an award is made, the awarded bidder must provide Calhoun County a Certificate of Liability Insurance that reflects that Calhoun County is an additional insured.

See General Conditions and Specifications for complete insurance requirements

*Conflict of Interest Questionnaire*  
*Form CIQ*

- Complete and return this form with your bid
- Every vendor doing business with the County or seeking to do business with the County must complete Box 1 and sign and date in Box 7.  
Whether or not a conflict exists determines the other information to include on the form.

# 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.

*Certification Regarding Debarment & Suspension  
And Other Responsibility Matters*

- Complete and return this form with your bid

## **CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

---

Name and Title of Authorized Agent

---

Date

---

Signature of Authorized Agent

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

**Source:** The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

**Sec. 3.** Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**Sec. 4.** There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

**Sec. 5.** The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

**Sec. 6.** The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

**Sec. 7.** The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

## **Implementation in the SRF Programs**

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

## **Additional References**

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

## *Certification Regarding Lobbying*

- Complete and return this form with your bid

### Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## *Disclosure of Lobbying Activities*

- Complete and return this form with your bid
- If Not Applicable, vendor must mark NA and sign and date

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award _____ c. post-award _____	<b>3. Report Type:</b> a. initial filing _____ b. material change _____ <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

## *House Bill 89 Verification*

- Complete and return this form with your bid

**HOUSE BILL 89 VERIFICATION**  
**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

I, \_\_\_\_\_, the undersigned representative of  
Representative

\_\_\_\_\_, (hereafter referred to as Company) being an  
Company or Business Name

adult over the age of eighteen (18) years of age, verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Calhoun County, Texas.

*Pursuant to 2270.001, Texas Government Code:*

1. *"Boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, Joint venture, limited partnership, limited liability partnership, or any 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.*

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.

## *Residence Certification*

- Complete and return this form with your bid

## RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a “Nonresident Bidder” of Texas  
(Company Name)  
as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_.  
(City and State)

☐ I certify that \_\_\_\_\_ is a “Resident Bidder” of Texas as  
(Company Name)  
defined in Government Code §2252.001.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Agent

\_\_\_\_\_  
Date

## *Vendor and Order Information Form*

- Complete and return this form with your bid

## VENDOR AND ORDER INFORMATION

**Please Type**

**If handwritten, must be in ink and legible**

Vendor's Name: \_\_\_\_\_

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

\_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Email: \_\_\_\_\_

Email(s) to send Bid Information: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed name of Authorized Rep: \_\_\_\_\_

## ORDER – CONTACT INFORMATION

Order Contact Name & Title: \_\_\_\_\_

Order Contact Telephone: \_\_\_\_\_

Order Contact Fax: \_\_\_\_\_

Order Contact Email: \_\_\_\_\_

*W-9*  
*Request for Taxpayer*  
*Identification Number and Certification*

- Complete and return this form with your bid

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) <b>CALHOUN COUNTY</b> <b>202 S ANN ST, PORT LAVACA TX 77979</b> <b>361-553-4610 FAX: 361-553-4614</b>
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
				-							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**CURRENT MARK-UP FOR  
DELIVERED FUEL**

**CURRENT AWARDED BID TABULATIONS  
FOR THE  
*CURRENT BID PERIOD***

**January 1, 2020 thru December 31, 2020**

Delivered Fuel Annual Supply Contract    --    Bid Tabulation  
For Period Beginning January 1, 2020 and Ending December 31, 2020

BID AWARDED TO: Oil Patch Petroleum, Inc.

		MIDCOAST PETROLEUM, LLC	NEW DISTRIBUTING CO., INC.	OIL PATCH PETROLEUM, INC.	SUN COAST RESOURCES, INC.
		Brand Name: CITGO	Brand Name: CITGO	Brand Name: CITGO	Brand Name:
DEPARTMENT	FUEL TYPE	MARK-UP PER GALLON	MARK-UP PER GALLON	MARK-UP PER GALLON	MARK-UP PER GALLON
<b>Precinct 1</b> 305 Henry Barber Way, Port Lavaca TX	Gasoline, Unleaded, 87 Octane	\$0.13	\$0.11	\$0.0950	BIDS MARKED CONFIDENTIAL
	Diesel, Low Sulfur, (On Road)	\$0.13	\$0.11	\$0.0950	BIDS MARKED CONFIDENTIAL
<b>Precinct 2</b> 5812 FM 1090, Port Lavaca TX	Gasoline, Unleaded, 87 Octane	\$0.13	\$0.11	\$0.0950	BIDS MARKED CONFIDENTIAL
	Diesel, Low Sulfur, (On Road)	\$0.13	\$0.11	\$0.0950	BIDS MARKED CONFIDENTIAL
<b>Precinct 3</b> 24627 State Hwy 172, Port Lavaca TX (Olivia)	Gasoline, Unleaded, 87 Octane	\$0.22	\$0.18	\$0.0950	BIDS MARKED CONFIDENTIAL
	Diesel, Low Sulfur, (On Road)	\$0.22	\$0.18	\$0.0950	BIDS MARKED CONFIDENTIAL
<b>Precinct 4 (Seadrift)</b> 104 E. Dallas, Seadrift TX	Gasoline, Unleaded, 87 Octane	\$0.20	\$0.11	\$0.0950	BIDS MARKED CONFIDENTIAL
	Diesel, Low Sulfur, (On Road)	\$0.20	\$0.11	\$0.0950	BIDS MARKED CONFIDENTIAL
<b>Precinct 4 (Seadrift)</b> 448 Harbor Road, Seadrift TX	Gasoline, Unleaded, 87 Octane	\$0.20	\$0.20	\$0.0950	BIDS MARKED CONFIDENTIAL
	Diesel, Low Sulfur, (On Road)	\$0.20	\$0.20	\$0.0950	BIDS MARKED CONFIDENTIAL
<b>Precinct 4 (Port O'Connor)</b> 93 Trevor St off of Hwy 185, Port O'Connor TX	Gasoline, Unleaded, 87 Octane	\$0.24	\$0.28	\$0.1750	BIDS MARKED CONFIDENTIAL
	Diesel, Low Sulfur, (On Road)	\$0.24	\$0.28	\$0.1750	BIDS MARKED CONFIDENTIAL
<b>Skid Fuel Tank</b> Within Close Proximity to the Calhoun County Courthouse, 211 S. Ann St, Port Lavaca TX	Diesel, Low Sulfur, (On Road)	\$0.10	\$0.60	\$0.2350	BIDS MARKED CONFIDENTIAL
<b>Generator</b> <b>Calhoun County Courthouse</b> 211 S. Ann St, Port Lavaca TX	Diesel, Low Sulfur, (Off Road)	\$0.10	\$0.40	\$0.2350	BIDS MARKED CONFIDENTIAL
<b>Generator - Calhoun County Adult Detention Center (Jail)</b> 211 S. Ann St, Port Lavaca TX	Diesel, Low Sulfur, (Off Road)	\$0.10	\$0.40	\$0.0235	BIDS MARKED CONFIDENTIAL
<b>Generator - EMS Central Station</b> 705 Henry Barber Way, Port Lavaca TX	Diesel, Low Sulfur, (Off Road)	\$0.12	\$0.40	\$0.2350	BIDS MARKED CONFIDENTIAL
<b>Generator - EMS South Station</b> 6084 State Hwy 185 East, Seadrift TX	Diesel, Low Sulfur, (Off Road)	\$0.20	\$0.60	\$0.2350	BIDS MARKED CONFIDENTIAL
<b>Generator</b> <b>Memorial Medical Center (Hospital)</b> 815 N Virginia St, Port Lavaca TX	Diesel, Low Sulfur, (Off Road)	\$0.10	\$0.60	\$0.0950	BIDS MARKED CONFIDENTIAL
<b>Memorial Medical Clinic</b> 1016 N Virginia St, Port Lavaca TX	Diesel, Low Sulfur, (Off Road)	\$0.10	\$0.60	\$0.2350	BIDS MARKED CONFIDENTIAL