

GRABLE OIL
2024-2025
FUEL BID

RECEIVED

SEP 20 2024

JACK COUNTY AUDITOR

KMD 3:27pm

Approved 09/23/2024

JACK COUNTY AUDITOR
JACK COUNTY COURTHOUSE
100 N. MAIN ST., STE. 202
JACKSBORO, TEXAS 76458
PHONE: 940-567-2663 FAX: 940.567.5978

RECEIVED

SEP 23 2024

JACK COUNTY AUDITOR

NOTICE TO BIDDER

By order of the Commissioners' Court of Jack County, Texas, the County Auditor will receive sealed bids until **9:00 A.M., Monday, September 23, 2024**, for competitive bids on Gasoline and Diesel Fuel to be used by Jack County until September 30, 2025. Funds for payment have been provided through the Jack County budget approved by the Commissioners' Court for the fiscal year. Bidders must use lump sum pricing. Complete bid specifications are available at the Jack County Auditor's Office or on Jack County's website: www.jackcounty.org. Sealed bids must be addressed to Jack County Auditor's Office, 100 N. Main St., Ste. 202; Jacksboro, Texas 76458. No electronic bids will be accepted. Sealed bids must be in the office of the County Auditor on or before 9:00 a.m. on Monday, September 23, 2024, in an envelope marked "Bid No. FY24/25 - Bulk Fuel". Bids will be opened in the Jack County Commissioners Courtroom located at 100 N. Main St., Ste. 207; Jacksboro, Texas, 76458, on Monday, September 23, 2024, at 9:05 a.m. and acted on in the course of business by the Court beginning at 10:00 a.m. Jack County reserves the right to reject any or all bids.

FILED FOR RECORD

_____ O'CLOCK _____ M

SEP 23 2024

VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**JACK COUNTY, TEXAS
TERMS AND CONDITIONS**

1. Bids must give full company name and address of the bidder. Failure to manually sign a bid will disqualify the bid.
2. All bidders must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government Code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Jack County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Jack County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in an Invitation for Bid and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Jack County.
4. All Invitation for Bids shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the bid and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand-delivered to the Jack County Auditor's Office.
5. Sealed bids will be opened on the date outlined in the Notice to Bidder and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor's Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to lperry@jackcounty.org or faxed to Jack County at 940.567.5978. The fax must identify the bidder's company name, point of contact, and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
7. The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Bid Specifications.
8. If the ownership of your firm should change during the term of this contract, Jack County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Jack County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in the cancellation of the contract.
9. Jack County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the bid price. All components required to render the item complete, installed, and operational shall be included in the total bid price. Jack County will pay no additional freight/delivery/installation/set up fees.
11. The title and risk of loss of the goods shall not pass to the buyer until the buyer takes possession of the goods at the point(s) of delivery.

12. Escalation and De-escalation: It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the county auditor at least two (2) days in advance of any increase in the unit price bid. The two- (2) day period shall begin upon receipt of the notice by the county auditor. Jack County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid, or continue purchasing from the primary vendor if the unit price bid increases.
13. If a delay is foreseen, the contractor shall give written notice to the county auditor. Jack County has the right to extend the delivery date if reasons appear valid. The contractor must keep the county advised at all times of the status of the order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
14. All items proposed shall be new, in a first-class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/ materials of like quality will be considered. Jack County shall act as sole judge in determining the equality and acceptability of products offered.
16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be based on this statement. The items furnished under this contract shall be new, unused of the latest product in production to the commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in the design and construction of such items and shall be an established supplier of the item bid.
17. Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, datasheets, specification information, completed forms requested as part of the bid package, and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.
18. The bid will be awarded to the lowest and best bid and in the best interest of Jack County. Contracts may be awarded to more than one bidder if it is in the best interest of Jack County.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in Jack County including but not limited to licensing, labor, and health laws. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.
20. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Jack County harmless from all courses of action of claims of damages arising out of or related to bidder's performance under this contract.

21. Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Jack County certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
22. Acceptance of and final payment for the item will be contingent upon the satisfactory performance of the product received by Jack County.
23. Successful Bidder shall submit separate invoices, in duplicate, on each purchase or purchase order (if any). Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Jack County, Accounts Payable, 100 N. Main St., Ste. 202; Jacksboro, Texas 76458. Payments shall not be due until the above instruments are submitted after delivery.
24. It is expressly understood and agreed that in case Jack County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Jack County reserves the right to purchase these items from other than the successful vendor. This shall not violate any terms or conditions of said contract. Further, Jack County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
25. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on orders by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on an order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
26. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
27. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the buyer may return the product for correction or replacement at the Sellers' expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the Buyer will be at Seller's expense.
28. Bidder and bidder's insurance carrier waive all rights whatsoever concerning subrogation against Jack County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge,

expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.

30. Any interpretation, corrections, or changes to these specifications will be made by addenda. The sole issuing authority of addenda shall be vested in the Jack County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Bidders shall acknowledge receipt of all addenda.

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Respectfully submitted:

GRABLE OIL CO
Legal Name of Bidder

Drew Williams
Authorized Representative Signature

DREW WILLIAMS / MANAGER
Print or Type Authorized Representative's Name and Title

P.O. BOX 306 JACKSBORO TX 76458
Complete Mailing Address (for Correspondence) City State Zip Code

Complete Remittance Address (if different from above) City State Zip Code

(940) 567-3951 Telephone Number (940) 567-2020 Fax Number

GRABLE, DIL@OUTLOOK.COM
Authorized Representative's Email Address

75-1588870
Federal ID Number (Bidder or Corporation) or Social Security Number (Individual)

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with a local governmental entity

This questionnaire is being filed following chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law, this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE USE
ONLY**

Date Received

1. Name of person doing business with a local governmental entity.

GRABLE OIL CO

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 no later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity concerning the expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with a local governmental entity

5. Name of local government officer with whom the filer has an affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has an affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7.

Drew Wilton

Signature of the person doing business with the governmental entity

9-20-24

Date



JACK COUNTY, TEXAS

SPECIFICATIONS AND CONDITIONS FOR BULK FUEL

SCOPE: This bid is for the purchase of bulk fuels to be delivered to various locations in Jack County. Bidder must also be able to furnish local storage and dispersing equipment for gasoline and diesel fuel to be used, on Bidder's site, by the Jack County Commissioners Precincts, the County Sheriff's Department, and for the Jack County Constable's Department 24 hours a day, 7 days a week, 365 days a year. The bidder must furnish programmable and trackable fuel cards for the bidder fuel disbursement system. The bidder fuel system must be able to print fuel receipts at fuel pumps at the time of purchase. The quantities listed on the bid invitation are estimates. Jack County does not guarantee that these are the amounts that will be purchased. Fuel will be purchased on an as-needed basis. Approximate gallons of usage for October 1, 2024, through September 30, 2025, are as follows:

Unleaded (Regular)	32,000 Gallons
Diesel	56,000 Gallons

PRICING: This contract shall be a discount-from-list type with the prices to be based on a firm cent per gallon discount from the suppliers posted rack price at the time of delivery. This discount shall remain firm for the term of the contract. The term of this contract is twelve (12) months; failure to bid a twelve (12) month contract may result in disqualification of the bid. The price quoted shall include the following:

Bid price per gallon

All appropriate taxes

Freight charges

Bidders' profit margin

Bidders Note: This contract will be awarded on bidders' margin of profit.

For low bid determination, the bidder is to bid the posted rack price plus profit margin, freight charges, and applicable taxes, less the discount, as of noon on the Thursday before the bid opening. A copy of the refiners posted rack price must accompany the bid.

The fluctuation of the posted rack price shall be allowed throughout the term on this contract. The escalation shall be limited to a maximum of ten (10) cents per gallon (based on bid prices) over the term of the contract. De-escalation shall have no limit. In the event of an increase or decrease, no written notice shall be required unless the increase exceeds the ten (10) cents per gallon maximum escalation in which case no fuel shall be delivered under this contract until the notification by the vendor is received and accepted by the Jack County Commissioners' Court and the Jack County Auditor's office. When the refiner posts rack price changes the invoice must be accompanied by a copy of the refiner's posted rack price in effect at the time of delivery.

DELIVERY AND INVOICING: A delivery ticket must accompany each shipment and the delivery ticket shall include a terminal fill receipt with gallons shown. Each delivery ticket shall also include the posted rack price for that particular shipment.

Deliveries are to be invoiced separately and each invoice shall designate the department receiving the fuel. The invoice shall be accompanied by a copy of the posted rack price at the time of delivery if the rack price has changed since the last delivery.

Product Specifications: Fuels to be supplied on this contract shall be identified on the face of the bid invitation and may include any of the following:

Regular Unleaded gasoline, ASTM Designation D439 (most recent issue) with a minimum octane rating of 87 (R+M/2 method).

Number Two (2) Diesel Fuel, ASTM Designation D975 (most recent issue with a minimum octane number of 40.

DELIVERY LOCATIONS: Delivery locations, storage tank capacities, above or below ground, and delivery quantities will vary.

Jack County PCT 1-1482 FM 334; Jacksboro, TX 76458

Jack County PCT 2-134 Hackley St.; Perrin, TX 76486

Jack County PCT 3-150 Sand Flat Rd.; Jacksboro, TX 76458

Jack County PCT 4-3468 Lowrance Rd.; Jacksboro, TX 76458

ORDERING INFORMATION: Bidder shall indicate, on the bid invitation, the contact information to place delivery orders; this includes the contact name and phone number. Fuel shall be delivered, from the time that the order was placed, within two (2) working days. For this contract, working days are Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding County Holidays.

PUMP STATION: The County's Sheriff's Department and Emergency Medical Service require a LOCAL pump station with the contracted vendor to be accessible 24 hours a day, 7 days a week, 365 days a year. Pump stations must have programmable and trackable fuel cards issued to each unit for Jack County. Pump stations must also have receipts available at fuel pumps at the time of purchase.

FAILURE TO DELIVER: Jack County reserves the right to purchase products on the open market, with no penalties or cancellation by the vendor, if delivery is not made within the specified time outlined in this contract. The County will bill the vendor the difference between the price in the contract and the open market price. Jack County also reserves the right to cancel the contract for failure to perform to the specifications of the contract.

SPILLAGE AND CLEAN UP: The vendor shall be held responsible for all spillage that may occur during transit and unloading operations. The vendor shall clean up and report all spillage immediately and report said spillage and clean up to the Jack County Environmental Department, at 940.668.5454. Failure to do so shall initiate corrective action and back charge to the vendor for any incurred costs by the County.

QUALIFICATIONS OF BIDDER: Bidders must, at Jack County's request, furnish satisfactory evidence of their ability to furnish the products or services under the terms and conditions of these specifications. The County reserves the right to make the final determination of the bidder's ability to furnish products or services.

Jack County is prohibited from contracting with companies who boycott Israel and from investing in companies that boycott Israel.

Jack County may not enter into a contract with a company that does business with Iran, Sudan, or any known terrorist organization.

Bidders must also comply with the requirements of Section 2252.908, Texas Government Code before submitting their bids, and offer proof of the same for consideration.

POLICY OF COMPLIANCE
SECTION 2252.908 TEXAS GOVERNMENT CODE
Approved by Commissioners' Court August 22, 2016

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th 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 Commissioners' Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or not-for-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.

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. A business entity will generate Form 1295 online. Jack 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.

COMPLIANCE

Jack County Commissioners' Court will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed and notarized Form 1295.

No later than 30 days after Commissioners' Court approves a contract or awards a bid with a business entity, the County Auditor will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

JACK COUNTY, TEXAS

MANDATORY BID FORM FOR BULK FUEL

SCOPE: Approximate gallons of usage for October 1, 2024 through September 30, 2025 are as follows:

Unleaded (Regular)	32,000 Gallons
Diesel	56,000 Gallons

PRICING: This contract shall be a discount-from-list type with the prices to be based on a firm cent per gallon discount from the suppliers posted rack price at the time of delivery. This discount shall remain firm for the term of the contract. The term of this contract is twelve (12) months; failure to bid a twelve (12) month contract may result in disqualification of the bid. The price quoted shall include the following:

Unleaded (Regular):

Bid price per gallon: \$ 2.01⁴ -
All appropriate taxes .20¢ - STATE TAX
Freight charges .20¢
TOTAL PER GALLON: \$ 2.41⁴ - TAX + FREIGHT PROFIT INCLUDED

Diesel: DYED DIESEL

PRICE PER GAL. * 2.20⁷ -
All appropriate taxes NONE
Freight charges .20¢
TOTAL PER GALLON : \$ 2.40⁷ - FREIGHT PROFIT INCLUDED

Bidders Note: This contract will be awarded on bidders' margin of profit.

For the purpose of low bid determination, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, less the discount, as of 12:00 noon on the Thursday prior to the bid opening. A copy of the refiners posted rack price must accompany the bid.

Fluctuation of the posted rack price shall be allowed throughout the term on this contract. The escalation shall be limited to a maximum of ten (10) cents per gallon (based on bid prices) over the term of the contract. De-escalation shall have no limit. In the event of an increase or decrease, no written notice shall be required unless the increase exceeds the ten (10) cents per gallon maximum escalation in which case no fuel shall be delivered under this contract until the notification by the vendor is received and accepted by the Jack County Commissioners' Court and the Jack County Auditor's office. When the refiner posts rack price changes the invoice must be accompanied by a copy of the refiner's posted rack price in effect at the time of delivery.