



Collin County Purchasing

2023-262

FUELS

Issue Date: 5/16/2023

Questions Deadline: 5/30/2023 05:00 PM (CT)

Response Deadline: 6/8/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Susan Hayes Buyer II

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4122

Fax: (972) 548-4694

Email: shayes@co.collin.tx.us

Event Information

Number: 2023-262
Title: FUELS
Type: Invitation for Bid
Issue Date: 5/16/2023
Question Deadline: 5/30/2023 05:00 PM (CT)
Response Deadline: 6/8/2023 02:00 PM (CT)

Ship To Information

Address: See Purchase Order
McKinney, TX 75071

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

General_Instructions_Bid_07.18.2022.docx

1.0 General Instructions IFB

[View Online](#)

Terms_of_Contract_Bid_-_2.10.21.docx

Terms of Contract - Bid

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

Final Specifications - 5.3.2023.pdf

4.0 Special Conditions & Specifications

[View Online](#)

Final Attachment_A - 5.2.2023.pdf

Attachment A

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

HB_23-CIQ.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

W-9 rev 2018.pdf

W-9 Form

[View Online](#)

LEGAL_NOTICE 2023-262.doc

Legal Notice

[View Online](#)

Requested Attachments

W-9

(Attachment required)

Conflict of Interest Questionnaire

Typical Analysis Sheet

Per Section 4.20 of Special Conditions and Specifications

Technical Data & Safety Data Sheet (SDS)

Per Section 4.19 & 4.30 of Special Conditions and Specifications

Bid Attributes

1 eBid Notice

Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Delivery

Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination. Please state delivery in calendar days from date of order.

(Required: Maximum 1000 characters allowed)

4 Exceptions (for IFB/Quote)

If you take any exceptions to the specifications, you must submit the exception/s as a Question via the public eBid portal before the Question Cutoff Date for County consideration. The County will review and publish a response via eBid. If you would like to offer any substitutions, please review the General Instructions Document §1.17 and submit by separate attachment. Please initial.

(Required: Maximum 1000 characters allowed)

5 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

6 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

1 0 Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

1 1 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1 **Debarment Certification**

2 I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

1 **Immigration and Reform Act**

3 I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

1 **Disclosure of Certain Relationships**

4 Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

1 **Anti-Collusion Statement**

5 Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

16 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

17 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

18 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. Please initial.

(Required: Maximum 1000 characters allowed)

19 Critical Infrastructure Affirmation

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

2
0

Energy Company Boycotts

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

2
1

Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1

Gasoline Regular Unleaded (87 octane) - Delivered to Storage Tank via Transport/Tanker

(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: State mark-up or mark-down (indicate + or -) based on OPIS Net Rack Prices for Transport/Tanker loads.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2

Gasoline Regular Unleaded (87 octane) - Delivered to Storage Tank via Bobtail/Tank Wagon

(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: State mark-up or mark-down (indicate + or -) based on OPIS Net Rack Prices for Bobtail/Tank Wagon loads.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3

Diesel (#2 diesel, undyed TxLED low emission) - Delivered to Storage Tank via Transport/Tanker

(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: State mark-up or mark-down (indicate + or -) based on OPIS Net Rack Prices for Transport/Tanker loads.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 Diesel (#2 diesel, undyed TxLED low emission) - Delivered to Storage Tank via Bobtail/Tank Wagon
(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: State Mark-up or mark-down (Indicate + or -) based on OPIS Net Rack Prices for Bobtail/Tank Wagon loads.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 State the quantity in gallons where pricing goes from bobtail/tank wagon to transport/tanker rates.
(Line excluded from response total)

Item Notes: State the quantity in gallons at which pricing goes from Bobtail/Tank Wagon load rates to transport/tanker load rates.

Supplier Notes: _____

Additional notes
(Attach separate sheet)

6 Split Load Fees
(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: State split load fees as a flat rate.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Split Product Delivery Fees
(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: State split product delivery fees for same location as a flat rate.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 Pump Off Fee for deliveries to above ground storage tank
(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: Pump off fees for deliveries to Above Ground Storage Tank
 *State price as per gallon or flat rate
 **Add note stating Price Per Gallon or a Flat Rate.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

9 State cost per gallon of diesel fuel additive offered
(Response required)

Quantity: 1 UOM: gallon Unit Price: \$ Total: \$

Item Notes: State cost per gallon of diesel fuel additive offered.
 *State number of gallons of fuel treated per one (1) gallon of fuel additive.
 **State Brand(s) of products bid. (See Section 4.29 of 4.0 Special Conditions and Specifications)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
0

State any additional fees - **Not Including:** LUST Fees, TX Delivery Fees, State Taxes, or Federal Superfund Recovery Fees.

*Submit Total amount of any additional Fee(s), as well as provide a detail list of fees broken down to include cost of each fee listed.

(Response required)

Quantity: 1 UOM: each Unit Price: \$ Total: \$

Item Notes: *State total amount of any fees not shown herein which may be applicable for fuel deliveries from your company.
**Submit in Item Notes: a detail list of fees broken down to include cost of each fee listed.

No bid
 Additional notes
(Attach separate sheet)

Supplier Notes: _____

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and 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 prior to the official opening of this bid.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin 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 (IFB), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFBs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number 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 Collin County Purchasing Department.

1.8 Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via Collin County eBid.

1.9 All IFBs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all IFBs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. IFBs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

1.11 For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an IFB, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountvtx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder's/Quoter's/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders offering substitutions to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these in the section provided in the IFB or by attachment. Substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the County's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the County accepts such bid as responsive.

The County will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Bidder shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall

be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) 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. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County, County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 **Authorization:** By order of the Commissioners Court of Collin County, Texas sealed bids will be received for Fuels: Gasoline and Diesel.
- 4.2 **Purpose:** The intended use/purpose for this Invitation For Bid is to describe the fuel products needed by Collin County to be delivered to various storage tank locations within the County. Required fuels, storage tank capacities and locations are given in Attachment A of this Invitation for Bid. Collin County reserves the right to Add or Delete delivery locations as needs arise or change throughout the contract period.
- 4.3 **Term:** Provide for a term contract commencing on October 1, 2023 and continuing through and including September 30, 2024. Collin County reserves the right to renew this contract for five (5) additional one (1) year periods under the same terms and conditions.
- 4.3.1 **Transitional Period:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- 4.4 **Funding:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 4.5 **Price Reduction:** If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 4.6 **Price Redetermination:** A price redetermination may be considered by Collin County on September 30 of each year of the contract. All requests for price redetermination shall be in written form, shall be submitted a minimum of sixty (60) days prior to anniversary date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.
- 4.7 **Evaluation and Award:** Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County reserves the right to award by item, or as a whole as deemed to be in the best interest of the County.

The bidder's past experience of honoring contracts at the bid price as well as their past delivery history with Collin County, will be an important consideration in the evaluation of the lowest and best bid.

Bidders failing to provide the required information necessary for the evaluation of the bid may be considered non-responsive.

- 4.8 **Fuels:** Fuels delivered under this contract will be: Tx low emission diesel (TxLED) and unleaded gasoline. All fuels sold under this contract shall be of the same quality or better than that which is available to the general public through retail outlets. Only additives required by environmental regulations shall be added to products supplied, unless otherwise specified herein. Vendor shall notify Collin County of any later changes in delivered product specifications as to additives or blends required by Federal and/or State regulatory laws. Collin County may require changes in additives or blends to better serve the County's needs and requirements. These changes will be by written agreement with awarded vendor(s). All fuels must meet or exceed Federal and State of Texas environmental requirements as regulated by the Texas Commission on Environmental Quality (TCEQ) for products delivered/utilized in Collin County.
- 4.9 **Environmental Requirements:** All fuels delivered during the life of this contract shall meet or exceed any present or hereinafter enacted environmental laws, rules & regulations including those of the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), and all applicable rules and regulations of that agency and any other local, state, or federal authority that now (or at any time during the life of this contract) regulates environmental concerns, including responsibility for spills and environmental cleanup.
- 4.10 **Temperature Adjustment:** The vendor shall make compensation for change in temperature of fuel at loading point at the time the fuel was unloaded into the transport and shall show the correction and adjustment made in gallons delivered to the County using 60 degrees F as the normal temperature reading. Delivery tickets reflecting gross gallons, net gallons and temperature shall be available at the time of delivery.
- 4.11 **Delivery Response Time:** Vendor shall be able to make deliveries within 24 hours of the time order is placed, or as directed by Collin County. Under normal circumstances, Collin County will give vendor a minimum of 24 hours to make delivery. In the event vendor cannot deliver fuel within specified time, vendor shall immediately notify authorized Equipment Services' personnel. (See authorized contacts listed in item 4.14) Collin County reserves the right to purchase the product(s) from another source should vendor be unable to meet delivery schedule.
- 4.12 **Delivery Loads/Locations:** Most deliveries will be split load, split product at different locations (using delivery method as shown on the attached Attachment A) so that the greatest amount of fuel possible is ordered for each delivery while providing fuel to meet Collin County's requirements. Maps indicating the various delivery locations will be furnished upon award. Fuels shall be delivered F.O.B. to storage tanks at these various locations as indicated on Collin County's Purchase Order. Vendor shall be responsible for

ensuring constant availability of fuel at these various locations and in the event of a local fuel shortage, shall be capable of providing fuel to Collin County. Deliveries at all dispensing locations shall be made between the hours of 8:00 am and 2:30 pm. Deliveries at non-dispensing locations may be made between the hours of 7:00 am and 2:30 pm. No deliveries will be made on holidays or weekends unless special conditions arise creating a necessity for such and special arrangements are made.

4.12.1 Transport/Tanker or Bobtail/Tank Wagon at these locations ONLY:

4.12.1.1 Service Center

4.12.1.2 Farmersville Camp

4.12.1.3 Justice Center

4.12.2 Bobtail/Tank Wagon ONLY (No Transport/Tanker accepted at these locations):

4.12.2.1 Sheriff's Office Detention Center – Tanks #1 - #4

4.13 **Stick Readings:** Stick readings shall be made before and after each drop and this information recorded on each delivery ticket. Tanks at Farmersville site and the generator tanks at the Justice Center and Sheriff's Office have clock sight gauges mounted atop the tanks for fuel level measurements. These readings will be acceptable for stick readings.

4.14 **Delivery Tickets/Manifests:** Delivery tickets for all County fuel deliveries shall be delivered to the Collin County Service Center, Equipment Services Section, and Assets Management Office upon completion of delivery(ies). When deliveries are made to the remote locations and to the Service Center on the same day, the vendor may want to consider delivering to the Service Center last to save an extra trip. Copies of delivery tickets and manifests shall be left with authorized Equipment Services personnel who will sign for receipt of the delivery(ies).

Authorized contacts at the Service Center regarding fuel orders and deliveries are:

Nathaniel Pritchett, Assets Management Technician at 972-548-3729

Steve Asher, Equipment Services Manager at 972-548-3712

Liz Gray, Fleet Analyst at 972-548-3734

Delivery tickets shall indicate net and gross gallons delivered, "before" and "after" stick readings (as applicable), delivery location, supplier, date and time of delivery, product delivered and the quantity of additive (if applicable) for each drop/tank and shall be accompanied by a manifest. **When possible, all products scheduled for delivery on the same transport shall be on one manifest to reduce State of Texas Petroleum Product Delivery fee costs.**

4.15 **Approximate Usage:** Estimated annual quantities are given for diesel and unleaded gasoline and storage tank locations are shown on Attachment A. Collin County's total annual fuel requirement is estimated to be approximately 383,000 gallons. Approximate usage does not constitute an order, but only implies the probable quantity the County will

use. Fuel will be ordered on an as-needed basis. The estimated value of this contract is \$1,332,500.

- 4.16 **Access:** All sites are normally open between 7:00 am and 2:30 pm, Monday through Friday, excluding Collin County holidays. Please refer to Attachment A, Table of Tank Sites, for UST/AST identifiers and locations. Tank drop tubes are locked at all locations, therefore, prior to delivery, vendor shall notify authorized contact (see section 4.14) in order to gain access for deliveries.

This notification should be made at least one (1) hour prior to expected arrival time of the delivery.

The Justice Center/Central Plant and Sheriff's Office tanks are emergency generator tanks using diesel fuel only; fuel would not be ordered on a routine basis for these ASTs. All other tanks are fuel dispensing sites and will, as a general rule, take fuel deliveries on a weekly basis.

- 4.17 **Equipment:** Vendor shall be responsible for supplying fittings, hoses, etc., necessary to complete delivery of product at each location.
- 4.18 **Subcontractors:** If the vendor requires the services of other persons or companies (subcontractors) in the performance of the contract, the vendor shall be responsible for assuring that all subcontractors have the required insurance coverage. The vendor shall be responsible for settling any claims or demands with their subcontractors. The vendor shall be responsible for informing all of their subcontractors about access information, site locations and any special requirements pertaining to Collin County deliveries.
- 4.19 **Safety Data Sheets:** Upon award, vendor shall supply a copy of all applicable Material Safety Data Sheets for the products bid.
- 4.20 **Typical Analysis Sheet(s):** Bidder is requested to submit with their bid an identifiable typical analysis sheet (for each product bid) based on actual test results showing the properties of the products proposed under this bid.
- 4.21 **Bidding Price:** Bid prices shall be bid as plus (+) or minus (-) the Net Rack Price for Dallas Metro, Texas. The plus or minus (+ or -) factor bid (mark-up or mark-down) shall remain firm and fixed for the entire contract period, except as allowed in section 4.6 Pricing Redetermination. For evaluation purposes, actual fuel prices, State of Texas taxes, Petroleum Product Delivery Fees, pump off fees, etc., shall not be included in the bid price.
- 4.22 **Fuel Price Verification:** Vendor shall furnish OPIS Net Rack Price verification for date of delivery with invoicing.
- 4.23 **Fuel Taxes:** Collin County is exempt from Federal Fuel Taxes. State of Texas fuel taxes shall be applied to all purchases. Invoices must show, and payment will include, all applicable state taxes.

- 4.24 **Transport Charges:** All delivery and freight charges (FOB Collin County's designated location) shall be included in the bid price.
- 4.25 **Split Load Fees/Multiple Drop Charge:** Vendors shall state in the spaces provided in Item 6 and Item 7 any charge for delivering multiple products at the same tank location (i.e., delivery of both gasoline and diesel to Service Center) and/or any charge for delivering product(s) at different tank locations (e.g., deliveries to both the Service Center and Farmersville Camp, or other locations as specified on Attachment A.)
- 4.26 **State of Texas Petroleum Product Delivery Fees:** Delivery fees may be added to each delivery as required by the State of Texas, and administered by the Office of the Comptroller of Public Accounts.
- 4.27 **Invoicing:** Invoices separating delivery charges, State of Texas delivery fees, net and gross quantities, state taxes, pump off fees, split load fees, Federal Oil Spill Liability fees, LUST fees, Federal Superfund Recovery fees, etc., and a spreadsheet showing the appropriate OPIS price (clearly labeled as to the net rack price or price applicable to the order invoiced) shall be emailed to: npritchett@co.collin.tx.us; sasher@co.collin.tx.us; or ; lgray@co.collin.tx.us within 24 hours after delivery of fuel. An original invoice shall be mailed to the Collin County Auditor, 2300 Bloomdale Road, Suite 3100, McKinney, TX 75071.
- 4.28 **Payment:** Payment shall be based on the price per gross gallons delivered and invoice shall list all applicable charges associated with the delivery (ies). This shall include, but not be limited to: product prices, State taxes, State delivery fees, State LUST fees, Federal Superfund Recovery fees, Federal Oil Spill Liability fees, pump off fees, split load fees, and any County requested diesel additive, etc. Any additional State or Federal fees mandated by law after the award of this contract may be included, but only after vendor has given Collin County prior notification and explanation of such fees and a change order to the existing contract has been approved to include those fees.
- 4.29 **Pump Off Fees:** Pump off fees shall be charged for only the gross gallons which have actually been pumped off (not dropped). State pump off fees in the space provided in eBid.
- 4.30 **Additive for Diesel Fuel:** Collin County may request that a fuel additive be added to deliveries of diesel fuel. Additive will be ordered on an as needed basis. Vendor shall not add any additives to any product being delivered without authorization from Collin County. The additive shall be provided by and added to the fuel by the vendor. Bidder is requested to state pricing for providing and adding additive to diesel fuel. Bidder is also requested to state in the space provided how many gallons of fuel will be treated by one (1) gallon of fuel additive and provide the brands of the products bid. Bidder is requested to include a copy of technical data and SDS for these products with their bid.

Diesel fuel additive (such as Power-Master Plus Cetane Improver Primrose Oil or Collin County approved equal) shall have the following performance characteristics:

1. Dispersion of condensed moisture;
2. Easier cold-weather starting and faster warm-up;
3. Rust & corrosion protection;
4. Detergency to provide cleanliness throughout entire fuel system;
5. Anti-gel additive to prevent the formation of complex wax crystals, lowering cold-weather plugging point of untreated fuel;
6. Must meet EPA requirements for blending into low sulfur diesel fuels without causing a measurable effect on the cetane index or aromatic content of the fuel;
7. Antiwear protection for injectors and fuel pumps;
8. Product shall have no ash content.

4.31 **Registrations & Certifications:** Collin County petroleum storage tanks are registered with the TCEQ and Collin County has certification of proof of financial responsibility. Copies of tank delivery certificates will be provided to awarded vendor(s). All tanks meet or exceed current requirements. Collin County, by law, is exempt from Federal taxes; a Federal fuel tax exemption certificate will be provided as needed.

4.32 **Load Size:** Bidder shall state in the spaces provided in this bid document the maximum and minimum number of gallons for both tanker/transport loads and bobtail/tank wagon loads for each product. Bidder shall state at what ordering quantity the pricing changes from bobtail/tank wagon load rates to tanker/transport load rates.

4.33 **Order Quantity/Pricing:** Bidder shall state in the space provided in eBid, the minimum number of gallons **ordered** for which the transport/tanker or bobtail/tank wagon load price per gallon will apply. Collin County will pay the per gallon price based on the gross quantity **ordered**, *not* the **delivered** gross quantity.

4.33.1 For clarification, please consider the following examples: (Assuming vendor minimum is 7400 gallons (for tanker/transport load pricing))

Example 1: Collin County *orders* 7200 gallons
Vendor *delivers* 7220 gross gallons
Collin County's ppg would be based on *bobtail/tank wagon pricing* because the *order* was for *less than 7400 gallons*

Example 2: Collin County *orders* 7405 gallons (or more)
Vendor *delivers* 7380 gross gallons
Collin County's ppg would be based on *tanker/transport load pricing* because the *order* was for *7400 (or more) gallons*

4.34 **Product Specifications:** These specifications are subject to change during the contract period if products specified herein no longer meet or exceed environmental requirements set by Federal or State of Texas Regulatory agencies or if Collin County's needs should change. **All products delivered shall be ready to use.** Any blending or additives required

to furnish the specified product shall be accomplished prior to delivery to the County's location.

Diesel: #2 Diesel, undyed Tx low emission diesel (TxLED), sulfur max 15 ppm; cetane number 48 min.

Gasoline: Reformulated unleaded gasoline (RFG), minimum octane rating 87; 10% ethanol.

- 4.34.1 **General Product Order:** As a rule, Collin County will order #2 diesel TxLED low emission diesel, and regular unleaded (87 octane) reformulated gasoline. If Collin County should require changes in product (for example, higher octane rating, etc., to meet fleet performance requirements) vendor will be notified.
- 4.35 Collin County understands that state taxes, LUST fees, Federal Oil Spill Liability fees, Federal Superfund Recovery fees, Tx delivery fees, etc. will be standardly invoiced to Collin County. Any vendor charges to be included must be described within this bid submittal. This includes delivery fees, pump off fees, split load fees, etc. and any additional costs/fees which may be included in your delivery.
- 4.36 Vendor shall notify Collin County as soon as possible of any additional State or Federal fees mandated by law after the award of this contract. Vendor shall submit such notification in writing, complete with explanation of such fees. All change orders to the contract will be made in writing by Collin County Purchasing Agent and approved by both parties prior to payment of any additional/new fees being paid.
- 4.37 Vendor likewise, shall notify Collin County if any fees herein listed are no longer required by State or Federal laws. Vendor may not continue to charge/bill Collin County for these fees once such legislation is in place.
- 4.38 Fees shown on all invoices to Collin County must be either State of Texas/TCEQ or federally mandated fees/EPA (such as "delivery fees", "LUST" Fund or "Superfund Recovery Fees", etc.) or otherwise included as part of this bid (pump off fees, split load/split product delivery fees) to obtain payment. Any additional fees, excluding the aforementioned fees, shall be submitted in the bid along with providing a detail list of the fees broken down to include cost of each fee listed. Collin County will not pay for any other charges/fees indicated on invoices that are not included in bid documents.

ATTACHMENT “A”

Fuel Tank Locations

ESTIMATED ANNUAL USAGE: Collin County purchased approximately 380,000 gallons of fuel in calendar year 2022. It is estimated that Collin County will order approximately the number of gallons of fuel shown in the chart below within similar time frame throughout the contract period. Total fuels purchased during calendar year 2022 are shown in this approximation. This approximation does not constitute an order, but only implies the number of gallons the County may use at storage tank locations.

**Listed below are 6 new tanks (all non-dispensing/generator tanks) that are not currently in service. Expectations are to be installed and active by late 2023 or early 2024.*

STORAGE TANK LOCATION	TANK CAPACITY (GALLONS)	PRODUCT	ESTIMATED ANNUAL USAGE	AST/UST Gravity Fill or Pump off	DISPENSING/ NON DISPENSING SITE	METHOD OF DELIVERY (Transport/Tanker, Bobtail/Tank Wagon)
SERVICE CENTER 700A WILMETH RD. MCKINNEY, TX	12,000	DIESEL	178,000	UST Gravity	DISPENSING	ACCEPTS BOTH
SERVICE CENTER 700A WILMETH RD. MCKINNEY, TX	6,000	UNLEADED GASOLINE	182,000	UST Gravity	DISPENSING	ACCEPTS BOTH
FARMERSVILLE CAMP 1269 SH 78 NORTH, APPROX 2 MILES NORTH OF US 380 FARMERSVILLE, TX	5,000	DIESEL	63,000	AST Pump off	DISPENSING	ACCEPTS BOTH
FARMERSVILLE CAMP 1269 SH 78 NORTH, APPROX 2 MILES NORTH OF US 380 FARMERSVILLE, TX	1,000	UNLEADED GASOLINE	8,000	AST Pump off	DISPENSING	ACCEPTS BOTH
*JUSTICE CENTER/CENTRAL PLANT #1 4600 COMMUNITY AVE. MCKINNEY, TX	12,000	DIESEL	5,000	AST Pump off	NON-DISPENSING	ACCEPTS BOTH
*JUSTICE CENTER/CENTRAL PLANT #2 4600 COMMUNITY AVE. MCKINNEY, TX	12,000	DIESEL	5,000	AST Pump off	NON-DISPENSING	ACCEPTS BOTH
*SHERIFF’S OFFICE DETENTION CENTER #1 4300 COMMUNITY AVE. MCKINNEY, TX	3,000	DIESEL	1,000	AST Pump off	NON-DISPENSING	ACCEPTS BOBTAIL/TRUCK WAGON ONLY
*SHERIFF’S OFFICE DETENTION CENTER #2 4300 COMMUNITY AVE. MCKINNEY, TX	3,000	DIESEL	1,000	AST Pump off	NON-DISPENSING	ACCEPTS BOBTAIL/TRUCK WAGON ONLY
*SHERIFF’S OFFICE DETENTION CENTER #3 4300 COMMUNITY AVE. MCKINNEY, TX	2,500	DIESEL	1,000	AST Pump off	NON-DISPENSING	ACCEPTS BOBTAIL/TRUCK WAGON ONLY
*SHERIFF’S OFFICE DETENTION CENTER #4 4300 COMMUNITY AVE. MCKINNEY, TX	2,500	DIESEL	1,000	AST Pump off	NON-DISPENSING	ACCEPTS BOBTAIL/TRUCK WAGON ONLY

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.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Jon Kleinheksel – Director

Steve Asher – Equipment Services Manager

Liz Gray – Fleet Analyst

Nathaniel Pritchett – Assets Management Technician

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon – Assistant Purchasing Agent

Susan Hayes - Buyer II

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
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.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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 ▶
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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.

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.