Company Name:

_____

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM, CPCP
ASSISTANT PURCHAING AGENT

RFB NO. 2022-063

REQUEST FOR BID
FOR
ANNUAL CONTRACT FOR FUEL

BIDS DUE FEBRUARY 21, 2022
2:00 P.M. CST

RFB NO. 2022-063

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

ANNUAL CONTRACT FOR FUEL

PRE-BID CONFERENCE

All Bidders are encouraged to attend a Pre-Bid Conference to be held:

DATE: **WEDNESDAY, FEBRUARY 9, 2022**

TIME: **10:00 A.M.**

LOCATION: **TARRANT COUNTY ADMINISTRATION BUILDING**
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD STREET, ROOM 303
FORT WORTH, TEXAS 76196-0104

Note: **There is No opportunity for remote attendance of this meeting.**

Tarrant County will not provide copies of RFB documents. Please download and print prior to meeting.

RSVP: Vendors planning to attend the Pre-Bid Conference must RSVP to Emily Salter, Senior Buyer, via fax 817-884-2629 or, if unable to fax, email to **BidQuestions-RSVP@tarrantcounty.com** by 5:00 p.m., Tuesday, February 8, 2022. Confirmed receipt by Tarrant County of this email is required.

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

ANNUAL CONTRACT FOR FUEL

Tarrant County is requesting bids for the **ANNUAL CONTRACT FOR FUEL, COUNTYWIDE.** All bids must be submitted on the attached Price Forms. Tarrant County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

Original and One (1) Copy
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE FEBRUARY 21, 2022 AT 2:00 P.M.

All bids are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original bid must be clearly marked **"ORIGINAL"** and contain all original signatures. “No-Bid” Response to be returned on the form included in the section under Forms.

Any bid received after the date and/or hour set for bid opening will not be accepted. The Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Bidder’s expense, or destroyed with written authorization of the Bidder. If bids are sent by mail to the Tarrant County Purchasing Department, the Bidder shall be responsible for actual delivery of the bid to the Tarrant County Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendation of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners' Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

EMILY SALTER, SENIOR BUYER
FAX: 817-884-2629 EMAIL: BidQuestions-RSVP@tarrantcounty.com

All documents relating to the RFB, including but not limited to, the RFB document, questions and responses, addenda and special notices will be posted under the RFB number on the Tarrant County website and available for download by Bidders and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. It is the Bidder's sole responsibility to review this site and retrieve all related documents up to the RFB due date.

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, February 11, 2022. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Emily Salter, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to **BidQuestions-RSVP@tarrantcounty.com.**

Faxed Questions: Faxed questions **must** reflect the RFB number **or** include the RFB cover page.

Emailed Questions: The email **must** include the RFB No. in its subject and confirmation of receipt by Tarrant County is **required**.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to SAP-invoices@tarrantcounty.com. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) day notice prior to cancellation.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids containing any inconsistencies.
2. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Tarrant County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

It is the Bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Section 552.136, Texas Government Code. Notice will be sent to you pursuant to Section 552.305 of the Texas Government Code should Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder to determine the full extent of the exposures.

Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

ANNUAL CONTRACT FOR FUEL

Prices shall include all charges for freight, F.O.B. destination inside delivered to:

VARIOUS LOCATIONS WITHIN TARRANT COUNTY

Hours of operation shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery date is important to Tarrant County and may be part of the bid and a factor in evaluation of each bid. Tarrant County considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by Tarrant County at the specified delivery location. The delivery date indicates a guaranteed delivery to Tarrant County, Texas. Failure of the Vendor to meet guaranteed delivery dates or service performance could affect future Tarrant County orders.

Tarrant County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If the order is given and the Vendor fails to furnish the materials by the guaranteed date, Tarrant County reserves the right to cancel the order without liability on its part.

A **packing list** must accompany each shipment and must include but is not limited, to the following:

1. Tarrant County Purchase Order Number
2. Name and address of Vendor
3. Name and address of receiving department
4. Description of material shipped, including item numbers, quantity, etc.

ANNUAL CONTRACT FOR FUEL

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from the date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for three (3) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for three (3) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.

3. **SECONDARY/ALTERNATE AWARD:** Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).

   A. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.

   B. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

   C. Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

   _____Yes _____No

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website.

A. Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? **A "NO" answer could result in complete rejection of the bid**.

_____Yes _____No

1. If you, the Bidder, checked Yes, the following will apply:

   a. Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.

   b. Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.

   c. Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event Governmental Entities utilizing InterGovernmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.

   d. Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. Alamo Community Coll District
2. Alamo Heights ISD
3. Aledo ISD
4. Allen ISD
5. Alvarado ISD
6. Alvord ISD
7. Anna Fire Department
8. Anderson County
9. Andrews County
10. Aransas County
11. Argyle ISD
12. Arlington ISD
13. Armstrong County
14. Aspermont ISD
15. Atascosa County
16. Aubrey ISD
17. Azle ISD
18. Bailey County
19. Bastrop County
20. Bastrop ISD
21. Bell County
22. Benbrook Water Authority
23. Bethany Spec Utility Dist
24. Bexar County
25. Bexar County ESD No. 2
26. Birdville ISD
27. Blue Ridge Fire Department
28. Bossier Parish Sheriff's Office
29. Bosque County
30. Branch Fire Department
31. Brazoria County
32. Brazos County
33. Brewster County
34. Briar Volunteer Fire Dept.
35. Brooks Cnty Cnstbls. Precs 1-4
36. Brown County
37. Bulverde Police Department
38. Burnet County
39. Bynum ISD
40. Cameron County
41. Canton ISD
42. Canyon ISD
43. Carroll ISD
44. Carrollton-Farmers Branch ISD
45. Castleberry ISD
46. Cedar Hill ISD
47. Chambers County
48. Cherokee County
49. City of Aledo
50. City of Allen
51. City of Alvord
52. City of Amarillo
53. City of Andrews
54. City of Angleton
55. City of Anna
56. City of Arlington
57. City of Athens
58. City of Aubrey
59. City of Austin
60. City of Azle
61. City of Balch Springs
62. City of Bangs
63. City of Bastrop
64. City of Baytown
65. City of Bedford
66. City of Bellmead
67. City of Bells
68. City of Benbrook
69. City of Big Spring
70. City of Blue Mound
71. City of Bonham
72. City of Bovina
73. City of Bowie
74. City of Boyd
75. City of Bridge City
76. City of Bridgeport
77. City of Brownwood
78. City of Bryan
79. City of Buda
80. City of Burkburnett
81. City of Burleson
82. City of Caddo Mills
83. City of Canton
84. City of Carrollton
85. City of Castle Hills
86. City of Cedar Hill
87. City of Cedar Park
88. City of Celeste
89. City of Celina
90. City of Cibolo
91. City of Cleburne
92. City of Cockrell Hill
93. City of Colleyville
94. City of Columbus
95. City of Colorado City
96. City of Combine
97. City of Commerce
98. City of Converse
99. City of Coppell
100. City of Copperas Cove
101. City of Corinth
102. City of Corsicana
103. City of Crowley
104. City of Cumby
105. City of Dalworthington Grdn
106. City of De Leon
107. City of Decatur
108. City of Deer Park
109. City of Denison
110. City of Denton
111. City of DeSoto
112. City of Diboll
113. City of Duncanville
114. City of Early
115. City of Eastland
116. City of El Paso
117. City of Electra
118. City of Emory
119. City of Escobares
120. City of Euless
121. City of Everman
122. City of Farmers Branch
123. City of Farmersville
124. City of Ferris
125. City of Floresville
126. City of Floydada
127. City of Forest Hill
128. City of Forney
129. City of Fort Worth
130. City of Frisco
131. City of Fulshear
132. City of Gainesville
133. City of Galena Park
134. City of Galveston
135. City of Ganado
136. City of Garland
137. City of Gatesville
138. City of Georgetown
139. City of Glen Heights
140. City of Godley
141. City of Granbury
142. City of Grand Prairie
143. City of Grand Saline
144. City of Grapevine
145. City of Greenville
146. City of Haltom City
147. City of Harlingen
148. City of Haslet
149. City of Heath
150. City of Hewitt
151. City of Hitchcock
152. City of Horizon City
153. City of Hudson Oaks
154. City of Huntsville
155. City of Hurst
156. City of Hutchins
157. City of Hutto
158. City of Ingleside
159. City of Irving
160. City of Italy
161. City of Jacksboro
162. City of Jacksonville
163. City of Jonestown
164. City of Jefferson
165. City of Justin
166. City of Katy
167. City of Keene
168. City of Keller
169. City of Kennedale
170. City of Kermit
171. City of Killeen
172. City of Kingsville
173. City of Krum
174. City of Kyle
175. City of LaFeria
176. City of La grulla
177. City of La Vernia
178. City of Lake Dallas
179. City of Lake Worth
180. City of Lancaster
181. City of Laredo
182. City of League City
183. City of Leander
184. City of Lewisville
185. City of Lindale
186. City of Little elm
187. City of Littlefield
188. City of Live Oak
189. City of Lubbock

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

190. City of Lucas
191. City of Lufkin
192. City of Lumberton
193. City of Mansfield
194. City of Marshall
195. City of McAllen
196. City of McKinney
197. City of Melissa
198. City of Merkel
199. City of Mesquite
200. City of Midlothian
201. City of Mineola
202. City of Mineral Wells
203. City of Morgan's point resort
204. City of Murphy
205. City of Nacogdoches
206. City of Nederland
207. City of New Braunfels
208. City of North Richland Hills
209. City of Odessa
210. City of Ovilla
211. City of Palestine
212. City of Parker
213. City of Pasadena
214. City of Pelican Bay
215. City of Perryton
216. City of Pharr
217. City of Plano
218. City of Port Isabel
219. City of Poteet
220. City of Pottsboro
221. City of Princeton
222. City of Quinlan
223. City of Ralls
224. City of Red Oak
225. City of Rhome
226. City of Richardson
227. City of Richland Hills
228. City of Rio Grande City
229. City of River Oaks
230. City of Roanoke
231. City of Robinson
232. City of Rockwall
233. City of Round Rock
234. City of Rowlett
235. City of Royse City
236. City of Runaway Bay
237. City of Rusk
238. City of Sachse
239. City of Saginaw
240. City of San Angelo
241. City of San Benito
242. City of San Marcos
243. City of Sanger
244. City of Sansom Park
245. City of Seabrook
246. City of Seagoville
247. City of Sherman
248. City of Sour Lake
249. City of Southlake
250. City of Southmayd
251. City of Spring Valley Village
252. City of Springtown
253. City of Stephenville
254. City of Sulphur Springs
255. City of Taft
256. City of Taylor
257. City of Temple
258. City of Terrell
259. City of Texarkana, AR
260. City of Texarkana, TX
261. City of The Colony
262. City of Universal City
263. City of University Park
264. City of Van Alstyne
265. City of Venus
266. City of Vernon
267. City of Waco
268. City of Watauga
269. City of Waxahachie
270. City of Weatherford
271. City of Westworth Village
272. City of White Settlement
273. City of Whitesboro
274. City of Whitewright
275. City of Wills Point
276. City of Wilmer
277. City of Winnsboro
278. City of Wylie
279. Clay County
280. Clear Creek ISD
281. Cleburne ISD
282. Cochran County
283. Collin County
284. Collin County Comm Coll Dist.
285. Colorado County
286. Comal County
287. Community Healthcore
288. Cooke County
289. Coppell ISD
290. Coryell County
291. Cottondale Vol Fire Dept
292. Crowley ISD
293. Dallas County
294. Dallas Cnty Util & Reclam. Dist
295. DFW Int'l Airport Board
296. Dallas ISD
297. Decatur ISD
298. Denison ISD
299. Denton County
300. Denton Cnty FWS Dist. No. 1-A
301. Denton County FWS Dist. No. 10
302. Denton ISD
303. DeSoto ISD
304. Diana Special Utility District
305. Duncanville ISD
306. Duval County
307. Eagle Mountain-Saginaw ISD
308. East Texas Council of Govs.
309. Eastland County
310. Ector County
311. Ector County ISD
312. Eddy County, NM
313. El Paso County
314. El Paso Cnty Hosp Dist dba…
315. Electra ISD
316. Ellis County
317. Erath County
318. Everman ISD
319. Fannin County
320. Farmersville ISD
321. Floyd County
322. Forney ISD
323. Fort Bend County
324. Fort Bend County ESD#2
325. Fort Bend County ESD#7
326. Fort Worth Housing Authority
327. Fort Worth ISD
328. Fort Worth Transp Authority
329. Franklin County
330. Freestone County
331. Frisco ISD
332. Glasscock County
333. Goliad County
334. Gonzales County
335. Grand Prairie ISD
336. Grandview Police Dept.
337. Grapevine\Colleyville ISD
338. Grayson County
339. Greenville ISD
340. Gregg County
341. Grimes County
342. Guadalupe County
343. Hardin County
344. Harris-Fort Bend Emg Svcs Dist #100
345. Harris Cnty Emg Svcs Dist #7
346. Harris Cnty Emg Svcs Dist #10
347. Harris Cnty Emg Svcs Dist #24
348. Harris Cnty Emg Svcs Dist #48
349. Harrison County
350. Hawkins ISD
351. Hays County
352. Heart of TX Reg MHMR Center
353. Henderson County
354. Hereford ISD
355. Highland Park ISD
356. Hill County
357. Hood County
358. Hopkins County
359. Housing Auth of City of Austin
360. Humble ISD
361. Hunt County
362. Hurst Euless Bedford ISD
363. Hutchinson County
364. Idea Public Schools
365. Irving ISD
366. Jack County
367. Jasper County
368. Jefferson County
369. Jefferson Cnty Drin. Dist. #7
370. Jim Wells County
371. Johnson County
372. Johnson County SUD
373. Joshua ISD
374. Karnes County
375. Kaufman County

Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

376. Kaufman ISD
377. Keller ISD
378. Kennedale ISD
379. Kerens ISD
380. Kinney County
381. Krum ISD
382. Lake Dallas ISD
383. Lake Worth ISD
384. Lamar County
385. Lamb County
386. Lampasas County
387. Lavon Police Department
388. Leon County
389. Leonard ISD
390. Lewisville ISD
391. Limestone County
392. Little Elm ISD
393. Lovejoy ISD
394. Lowry Crossing Vol Fire Dept.
395. Lubbock County
396. Mansfield ISD
397. Maverick County
398. McKinney ISD
399. McLennan County
400. McLennan Comm. College
401. Marilee Special Utility Dist.
402. Medina Valley ISD
403. MHMR of Tarrant County
404. Midland County
405. Midland ISD
406. Midway ISD
407. Milam County
408. Mills County
409. Mitchell County
410. Monahans Wickett Pyote ISD
411. Montgomery County
412. Montgomery Cnty ESC 10
413. Montgomery Cnty Hosp Dist.
414. Mount Pleasant Police Dept.
415. Mount Vernon Police Dept.
416. Nacogdoches County
417. Navarro County
418. Nevada Vol. Fire Dept.
419. New Caney ISD
420. Nolan County
421. Normangee ISD
422. North Central TX Cncl of Govs
423. North TX Municipal Water Dist
424. North Texas Tollway Auth
425. Northwest ISD
426. Nueces County
427. Ochiltree County
428. Olton Police Department
429. Orange County
430. Orange Cnty Drainage Dist
431. Palo Pinto County
432. Panola County
433. Paradise ISD
434. Parker County
435. Parker Cnty Emg Serv District 1
436. Parmer County
437. Pasadena ISD
438. Plano ISD
439. Potter County
440. Public Transit Svc of Min.Wells
441. Quinlan ISD
442. Rains County ESD #1
443. Rancho Viejo Police Dept.
444. Randall County
445. Red Oak ISD
446. Red River County
447. Refugio County
448. Reg 9 Ed Svce Center of Wichita
449. Region 11 Edu Service Center
450. Richardson ISD
451. Rockwall County
452. Round Rock ISD
453. Sam Rayburn ISD
454. San Jacinto Com Coll Dist.
455. San Patricio County
456. Schleicher County
457. Seabrook Vol Fire Dept.
458. Sr. Cyr Res &Public...Hunt Cnty
459. Seven Points Fire Rescue
460. Sherman ISD
461. Smith County
462. Springtown ISD
463. South Montgomery Fire Dept
464. South Texas College
465. SPAN, Inc.
466. Starr County
467. Stephens County
468. Sterling County
469. Stonewall County
470. Tarleton State University
471. Tarrant Appraisal District
472. Tarrant Cnty 9-1-1 Emg Ass Dist
473. Tarrant County College Dist.
474. Tarrant Cty Emg Svcs District 1
475. Tarrant County Hosp Dist
476. Tarrant Cty Workforce Dev Bd
477. Tarrant Regional Water Dist
478. Taylor County
479. Temple College
480. Terrell ISD
481. Texarkana ISD
482. Texas A&M Univ at Commerce
483. Texas A&M University-Kingsville
484. Texas A& M Univ.-Texarkana
485. Texas Alcoholic Beverage Comm.
486. Texas Dept. of Park/Wildlife
487. Texas Dept. of Public Safety
488. Tx Tech Univ Health Sci Ctr El Paso
489. Texas Woman's University
490. The Woodlands Township
491. Titus County
492. TML MultiSti. Intergov....
493. Tom Green County
494. Town of Addison
495. Town of Argyle
496. Town of Bartonville
497. Town of Double Oak
498. Town of Edgecliff Village
499. Town of Fairview
500. Town of Flower Mound
501. Town of Hickory Creek
502. Town of Highland Park
503. Town of Lakeside
504. Town of Little Elm
505. Town of Northlake
506. Town of Pantego
507. Town of Pecos City
508. Town of Ponder
509. Town of Prosper
510. Town of Providence Village
511. Town of Sunnyvale
512. Town of Trophy Club
513. Town of Westlake
514. Town of Westover Hills
515. Travis County
516. Travis Cnty Emg Svcs Dist No.6
517. Travis Cnty Healthcare District
518. Trinity River Authority
519. Tyler Junior College
520. U.S. Marshals Service
521. University of North Texas
522. Univ of N. Tx Health Science Ctr
523. University of Texas at Arlington
524. University of Texas at Dallas
525. Univ of TX MD And. Cancer Ctr
526. Upper Trinity Reg Water Dist.
527. Upshur County
528. Upton County
529. Val Verde County
530. Van Alstyne ISD
531. Van Zandt County
532. Vernon ISD
533. Victoria County
534. Waco ISD
535. Walker County
536. Waller County
537. Ward County
538. Waxahachie ISD
539. Weatherford College
540. Weatherford ISD
541. Webb Consolidated ISD
542. West Texas A&M University
543. Westminster Fire Dept.
544. Weston Volunteer Fire Dept
545. White Settlement ISD
546. Williamson County
547. Williamson Cnty Emg Svcs Dist #3
548. Wilson County
549. Winkler County
550. Winnsboro Housing Authority
551. Winnsboro isd
552. Wise County
553. Wood County
554. YMCA of Metropolitan Dallas
555. Young County
556. Zapata County

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. MINIMUM INSURANCE REQUIREMENTS:

A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.

1. Workers' Compensation/Employer's Liability
   a. Worker's Compensation — statutory
   b. Employer's Liability — $500,000
2. Commercial General Liability:
   a. Bodily Injury/Personal Injury/Property Damage — $1,000,000 per occurrence/$2,000,000 aggregate
3. Auto Liability:
   a. Combined Single Limit (CSL) — $500,000 per occurrence

B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

C. Required Provisions:

1. Proof of Carriage of Insurance − All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
2. All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
3. As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
5. Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
6. If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6. CRIMINAL BACKGROUND CHECK:

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Vendor must provide information, including, but not limited to, Employee Name, date of birth, and driver's license number for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for duration of the contract.

7. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:

1. **Confidentiality, Integrity, Availability (CIA)**
   Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
2. **Breach Notification**
   Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
3. **Data**
   All Tarrant County data will remain in the 48 contiguous United States at all times.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. **Right to Audit**
Tarrant County reserves the right to audit vendor data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

ANNUAL CONTRACT FOR FUEL

Evaluation Criteria will include, but is not limited to the following:

1. Unit Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with products bid
6. Special needs and requirements of Tarrant County
7. Results of testing samples (if needed)

Quantities indicated on the Price Forms are estimates based upon the best available information. Tarrant County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive -- not restrictive -- and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the Vendor is bidding item specified. The Vendor will not be allowed to make unauthorized substitutions after award.

Samples for testing may be required with bid for evaluation. Samples will be free to Tarrant County. Failure to provide samples will be justification for bid rejection. Tarrant County reserves the right to determine equals. **Samples must be the same product as that bid.**

GLOSSARY OF TERMS

Fuel

Reformulated Gasoline (RFG) – is gasoline blended to burn more cleanly than conventional gasoline and to reduce smog-forming and toxic pollutants in the air we breathe. The RFG program was mandated by Congress in the 1990 Clean Air Act amendments. The first phase of the RFG program began in 1995 and the second (current) phase began in 2000.

E85 – an abbreviation typically referring to an ethanol fuel blend of 85% denatured ethanol fuel and 15% gasoline or other hydrocarbon by volume.

Ultra-Low-Sulfur Diesel (ULSD) – is diesel fuel with substantially lowered sulfur content. Since 2006, almost all of the petroleum-based diesel fuel available in Europe and North America has been of a ULSD type.

Texas Low Emission Diesel (TxLED) – must contain no more than 10 percent aromatic hydrocarbons by volume and must have a cetane number of 48 or greater, or else must use an approved alternative formulation or comply with the designated alternative limits.

Soy Methyl Ester (SME)

Government Agencies

Environmental Protection Agency (EPA) – is an agency of the United States federal government whose mission is to protect human and environmental health. The EPA is responsible for conducting environmental assessment, research and education to create and enforce standards and laws that will promote the health of individuals and the environment.

Texas Commission on Environmental Quality (TCEQ) – is the environmental agency for the State of Texas.

Organizations

Oil Price Information Service (OPIS) – is a company providing pricing and news information for petroleum pricing, news and analysis for gasoline, diesel, ethanol, biodiesel, LP-gas, jet fuel, crude, natural gas, refinery feedstocks, residual fuel, and kerosene.

ASTM International (ASTM) – is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. Formerly known as the American Society for Testing and Materials.

Miscellaneous

Leaking Underground Storage Tank Trust Fund (LUST) – Congress created the Leaking Underground Storage Tank Trust Fund in 1986 by amending Subtitle I of the Resource Conservation and Recovery Act.

TECHNICAL SPECIFICATIONS

I. PURPOSE

A. Tarrant County is requesting bids for the Annual Contract for the purchase of various types of fuel on an as needed basis including the following:

Reformulated Gasoline (RFG)

E85 Gasoline

Diesel Ultra Low Sulfur (TxLED)

B. Should fuels offered by vendor not fall within these specifications, the variances must be stated in bid response and Tarrant County reserves the right to accept or reject the bid if the variances are considered excessive.

C. Including participation of member entities through the Tarrant County Cooperative, approximately 9.7 million gallons of fuel was purchased through this agreement from August 2020 through July 2021.

II. FUEL PRODUCTS

A. All fuels delivered under this agreement must be of high quality and must not contain any foreign substances or water, which may damage any Tarrant County or participating entities vehicles or cause contamination of fuel storage tanks.

B. The awarded vendor(s) must provide fuels that comply with the most current state and federal legislation requirements through the entire agreement term.

C. The awarded vendor(s) will be responsible for adhering to all current and any new legislation, rules, laws and/or other requirements pertaining to in-ground fuel deliveries.

D. Reformulated Gasoline:

1. RFG must contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor.

2. If product package and/or corrosion inhibitor are changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ standards.

3. All products must meet ASTM D5798-17 Standards and Specifications regarding sampling and testing requirements.

E. Diesel:

1. TxLED fuel must contain approved TCEQ Additives.

2. TxLED fuel must not contain more than 5% biodiesel additive as stated by TCEQ.

F. Testing:

1. Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications.
2. All tests will be made as per method by the ASTM, unless otherwise specified.
3. When the test analysis shows fuel meeting specification, Tarrant County or requesting entity will pay for said test.
4. When test analysis shows fuel does not meet specification, contractor will pay for said test.
5. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

III. DELIVERY

A. Deliveries will be made to the various locations Monday through Friday, according to the hours of operation for that location unless an emergency situation should develop.

B. It is the responsibility of the awarded vendor(s) to deliver fuel by their own means within forty-eight (48) hours after receipt of order (ARO).

C. Title and risk of loss of fuel must not pass to buyer until buyer actually receives and takes possession of fuel at point of delivery.

D. Fuel Load Sizes:

1. Pricing must be based on the fuel type and load size.
2. The following fuel load sizes will apply.

a.	Transport Load:	7,500 gallons or more
b.	Short Transport Load:	4,000 gallons to 7,499 gallons
c.	Tank Wagon Load:	1,500 gallons to 3,999 gallons
d.	Short Tank Wagon Load:	1,499 gallons or less

E. Awarded vendor(s) must allow combining quantities of various types of fuels to be delivered to one (1) location at the same time in order to take advantage of the better pricing for transport loads.

For Example: If a location needs 4,000 gallons of RFG regular and 4,000 gallons of diesel both items can be combined for a total of 8,000 gallons which is a Transport Load. Both fuels would then receive pricing for a Transport Load.

1. Location is defined as the same physical address.
2. Additional charges are not allowed.

F. Split Loads:

1. Charges for split loads are NOT authorized in this Bid.

2. A split load is defined as two (2) or more deliveries to the same entity on the same day to two (2) or more locations.

G. Vendors shall provide geographic area (in detail) where fuel can be delivered for the pricing listed on the Price Form.

H. Tarrant County and participating entities reserve the right to add and/or delete delivery locations during the course of this agreement.

IV. UNINTERRUPTED SERVICE PLAN

A. The awarded vendors(s) shall provide Tarrant County and all participating entities with an uninterrupted supply of fuel in the event of fuel shortages and/or natural disasters.

B. **Vendors(s) must have contingency plan(s) in place and must submit a copy of contingency plan(s) with their bid response.**

C. Contingency plan(s) "MUST" include notifying Tarrant County and all participating entities of the procedures for placing fuel orders during the emergency time period including any additional notification requirements.

D. It is the vendor's responsibility to obtain the initial emergency contact information from Tarrant County and participating entities, these are the contacts the vendor(s) must notify during an emergency.

E. The preferred method of notification will be via e-mail.

V. AWARD CRITERIA

A. **Vendors MUST bid on all items to be considered for award.**

B. Bid pricing must be based on a +/- differential based on the Dallas Metro, Texas OPIS (Rack Average) (Oil Price Information Service) Petrostat net price sent at 10:00 a.m. EST for the date the fuel is delivered.

1. The Price Form requires the vendor to write the word plus or minus for each item. This is done to prevent confusion and to allow for clarity.

2. The written word will prevail over the math symbol of +/-.

C. All prices for this agreement will include the delivery cost to any designated area within Tarrant, Dallas, Denton and Collin County.

VI. ESTIMATED QUANTITIES

A. While the entities listed as co-operative member entities are allowed to participate in Tarrant County's bid for fuel, they are NOT obligated to purchase fuel from this bid once awarded.

B. Other entities that are located within Tarrant, Dallas, Denton and Collin Counties will have the option to join this bid at the same pricing terms and conditions.

C. Entities located outside these counties may join but the delivery charges, if any, should be negotiated between the awarded vendor(s) and each entity.

1. Vendors should take into consideration the combined quantities and the potential quantities from other entities when bidding.

2. All quantities listed herein are estimates only, therefore not guaranteed.

VII. TAXES AND FEES

A. Federal Excise Tax:

1. Tarrant County and any other participating entities that fall into these guidelines, in accordance with Internal Revenue Service standards, are exempt from paying federal excise tax on fuels.

2. Tarrant County and any other participating entities if applicable will sign a certificate of exemption, to be maintained on file with the awarded vendor(s) for the duration of the agreement.

B. The following Taxes and Fees are considered allowable charges as there are no exemptions at this time:

a. State of Texas Motor Fuel Tax

b. State of Texas Product Delivery Fee

c. Federal LUST Fee

d. Federal Oil Spill Liability Fee

VIII. OPIS SUBSCRIPTION

A. Tarrant County and participating entities shall be responsible for obtaining, paying for and maintaining a subscription to OPIS in order to confirm invoiced pricing.

IX. TANK MONITORING SYSTEM

A. Tarrant County prefers a vendor who can provide a tank monitoring system, i.e., SmartTank Technology or an approved equal. Pricing will be negotiated between the awarded vendor(s) and participating entity.

X. ORDER PLACEMENT

A. Tarrant County orders will be placed by email or telephone requesting specific delivery dates, quantities and locations. A purchase order number must be provided at that time.

B. The designated representative for Tarrant County is Emily Salter, Senior Buyer, 817-884-3246.

C. Participating entities will have their own designated representatives and methods of requesting delivery dates, quantities, locations and tracking of orders.

XI. PAYMENT TERMS

A. Texas Government Code Chapter 2251, Payment for Goods and Services shall be followed. This includes payment terms of net 30 days from receipt of invoice.

B. Discounts maybe offered for accelerated payments but all payments shall comply with Texas Government Code Chapter 2251.

TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

III. POLICY GUIDELINES

A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.

B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.

C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.

1. Target goals should consider:
   - the availability of HUB firms within the specific category of goods or services to be procured; and
   - the diversity of the county's population.
2. The goals should be reviewed and amended periodically.
3. The program may apply to all County procurements including construction and professional services.
4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
4. Continuing to provide bid notifications to minority Chambers of Commerce.

E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.

G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.

1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.

2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.

3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.

4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy
Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

ANNUAL CONTRACT FOR FUEL

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

If your company is already certified, attach a copy of the certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

_____Minority-Owned Business Enterprise
_____Women-Owned Business Enterprise
_____Disadvantaged Business Enterprise

ANNUAL CONTRACT FOR FUEL

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Vendor's ability to provide the intended goods or service of the bid. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply the required references will deem the bid as non-responsive and will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR FUEL

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH BID!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Bidder, agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms that the Bidder has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.

The undersigned agrees, on behalf of Bidder, that if the bid is accepted, Bidder will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other Bidder or to any employee of Tarrant County prior to the official opening of this RFB.

Vendor hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____X

Authorized Representative

_____ Legal Name of Company

_____ Date

_____ Street Address

_____ Printed Name of Authorized Representative

_____ City, State and Zip

_____ Title of Authorized Representative

_____ Telephone Number

_____ Fax Number

E-Mail Address_____

AFTER HOURS EMERGENCY CONTACT: Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!



Did you sign and submit all required forms?

If not, your Bid will be rejected!

ANNUAL CONTRACT FOR FUEL

COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES _____NO

_____Corporation organized & existing under the laws of the State of _____

_____Partnership consisting of _____

_____Individual trading as _____

_____Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS <u>EXEMPT</u> FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of $100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

<u>If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:</u>

<u>Vendor is NOT EXEMPT and Certifies as follows</u>:

<u>Boycott of Energy Companies Prohibited</u>. In compliance with Section 2274.002 of the Texas Government Code (added by <u>87th Legislature S. B. 13)</u>, Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by <u>87th Legislature, S. B. 13)</u> and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include:* (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID!

ANNUAL CONTRACT FOR FUEL

AFFIRMATIONS/FORMS/DOCUMENTS

✓Check Indicates Completion	
	1. **References.** Bidder has provided references, **other than Tarrant County.** References must be able to verify the quality of service the company provides and that the company has completed a project of similar size and scope of work in this RFB.
	2. **Signatures.** All forms requiring a signature must be signed. Bids not signed will be rejected.
	3. **Price Forms.** All sections of Price Forms have been completed.
	4. Bidder has acknowledged Secondary/Alternate Award and Cooperative Purchasing opportunities in the Special Terms and Conditions on pages 7 and 8.
	5. **Insurance Certificates (If required).** Bidders must submit all Insurance Certificates prior to commencement of work. If no insurance requirements specified, mark N/A.
	6. **Addenda.** When applicable, Bidder acknowledges receipt of all Addenda and any revised Forms. Bidder must sign and submit any required signature forms.
	7. **It is the Bidders' sole responsibility to print and review all pages of the RFB document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on the form renders bid non-responsive.** Failure to complete and submit all required forms, including but not limited to References, Compliance With Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	8. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.
	9. **Accuracy for all mathematical and numerical entries is the sole responsibility of the Bidder.** Tarrant County will not be responsible for errors made by the Bidder.
	10. Bidder's company is registered on TVORS (Tarrant Vendor On-Line Registration System).
	11. Bidder has sealed and marked the envelope with the Company Name, RFB Number, Bid Title, and due date.

THE ORIGINAL AND ONE (1) COPY OF THIS FORM SHOULD BE RETURNED WITH BID!

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ The project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104

Please cut out and affix to the outside of your response package

TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE

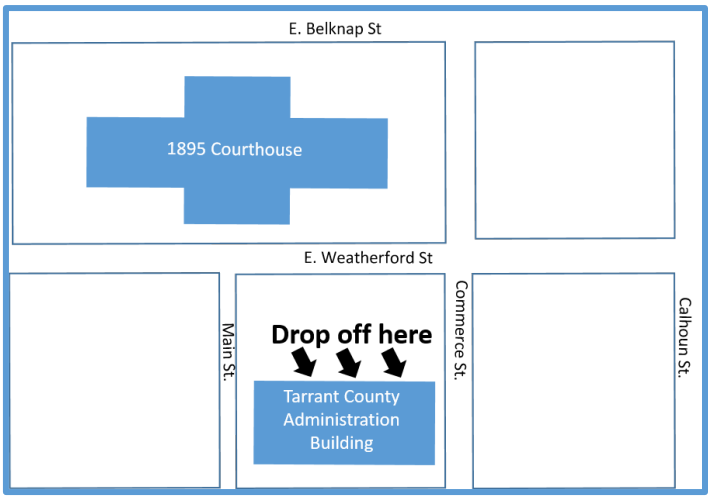
RFB No. 2022-063

ANNUAL CONTRACT FOR FUEL

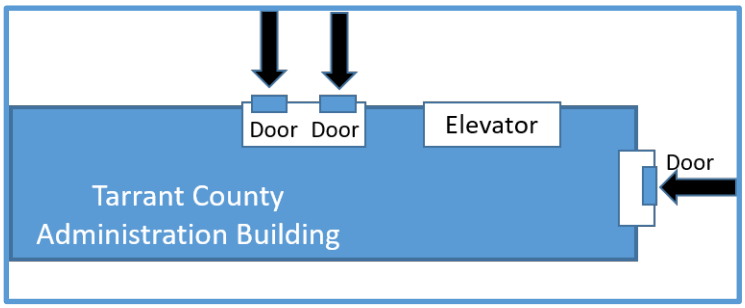
Due Date: FEBRUARY 21, 2022 at 2:00 PM.

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104

Street View



Building View



ANNUAL CONTRACT FOR FUEL

PRICE FORM

ITEM NO.	DESCRIPTION	EST. USAGE (GALLONS)	PLUS OR MINUS DIFFERENTIAL MUST be four (4) Digits (i.e. $0.0000)	WRITE PLUS OR MINUS	TOTAL BID AMOUNT
SECTION ONE: GASOLINE AND DIESEL FUEL					
1.	Reformulated Gasoline, Regular, Transport Load 7,500 Gallons or more	1,671,000	$ _____	_____	$ _____
2.	Reformulated Gasoline, Regular, Short Transport Load 4,000 Gallons to 7,499 Gallons	1,197,200	$ _____	_____	$ _____
3.	Reformulated Gasoline, Regular, Tank Wagon Load 1,500 Gallons to 3,999 Gallons	416,095	$ _____	_____	$ _____
4.	Reformulated Gasoline, Regular, Short Tank Wagon Load 1,499 Gallons or less	416,095	$ _____	_____	$ _____
5.	Reformulated Gasoline, Mid-Grade, Transport Load 7,500 Gallons or more	379,975	$ _____	_____	$ _____
6.	Reformulated Gasoline, Mid-Grade, Short Transport Load 4,000 Gallons to 7,499 Gallons	1	$ _____	_____	$ _____

ANNUAL CONTRACT FOR FUEL

PRICE FORM

ITEM NO.	DESCRIPTION	EST. USAGE (GALLONS)	PLUS OR MINUS DIFFERENTIAL MUST be four (4) Digits (i.e. $0.0000)	WRITE PLUS OR MINUS	TOTAL BID AMOUNT
SECTION ONE: GASOLINE AND DIESEL FUEL					
7.	Reformulated Gasoline, Mid-Grade, Tank Wagon Load 1,500 Gallons to 3,999 Gallons	1	$ _____	_____	$ _____
8.	Reformulated Gasoline, Mid Grade, Short Tank Wagon Load 1,499 Gallons or less	1	$ _____	_____	$ _____
9.	Reformulated Gasoline, Plus, Transport Load 7,500 Gallons or more	1	$ _____	_____	$ _____
10.	Reformulated Gasoline, Plus, Short Transport Load 4,000 Gallons to 7,499 Gallons	1	$ _____	_____	$ _____
11.	Reformulated Gasoline, Plus, Tank Wagon Load 1,500 Gallons to 3,999 Gallons	1	$ _____	_____	$ _____
12.	Reformulated Gasoline, Plus, Short Tank Wagon Load 1,499 Gallons or less	1	$ _____	_____	$ _____

ANNUAL CONTRACT FOR FUEL

PRICE FORM

ITEM NO.	DESCRIPTION	EST. USAGE (GALLONS)	PLUS OR MINUS DIFFERENTIAL MUST be four (4) Digits (i.e. $0.0000)	WRITE PLUS OR MINUS	TOTAL BID AMOUNT
SECTION ONE: GASOLINE AND DIESEL FUEL					
13.	E85 Gasoline, Transport Load 7,500 Gallons or more	50,000	$ _____	_____	$ _____
14.	E85 Gasoline, Short Transport Load 4,000 Gallons to 7,499 Gallons	135,000	$ _____	_____	$ _____
15.	E85 Gasoline, Tank Wagon Load 1,500 Gallons to 3,999 Gallons	15,500	$ _____	_____	$ _____
16.	E85 Gasoline, Short Tank Wagon Load 1,499 Gallons or less	15,500	$ _____	_____	$ _____
17.	No. 2, Diesel, (TxLED), Transport Load, 75,000 Gallons or more	1,200,000	$ _____	_____	$ _____
18.	No. 2, Diesel, (TxLED), Short Transport Load 4,000 Gallons to 7,499 Gallons	630,000	$ _____	_____	$ _____
19.	No. 2, Diesel, (TxLED), Tank Wagon Load 1,500 Gallons to 3,999 Gallons	398,350	$ _____	_____	$ _____

ANNUAL CONTRACT FOR FUEL

PRICE FORM

ITEM NO.	DESCRIPTION	EST. USAGE (GALLONS)	PLUS OR MINUS DIFFERENTIAL MUST be four (4) Digits (i.e. $0.0000)	WRITE PLUS OR MINUS	TOTAL BID AMOUNT
SECTION ONE: GASOLINE AND DIESEL FUEL					
20.	No. 2, Diesel, (TxLED), Short Tank Wagon Load 1,499 Gallons or less	398,350	$ _____	_____	$ _____
21.	Red Dyed Diesel, Transport Load 7,500 Gallons or more	1	$ _____	_____	$ _____
22.	Red Dyed Diesel, Short Transport Load 4,000 Gallons to 7,499 Gallons	1	$ _____	_____	$ _____
23.	Red Dyed Diesel, Tank Wagon Load 1,500 Gallons to 3,999 Gallons	163,780	$ _____	_____	$ _____
24.	Red Dyed Diesel, Short Tank Wagon Load 1,499 Gallons or less	163,780	$ _____	_____	$ _____
			TOTAL AMOUNT BID FOR SECTION ONE:		**$** _____

ANNUAL CONTRACT FOR FUEL

PRICE FORM

ITEM NO.	DESCRIPTION	EST. USAGE (GALLONS)	PLUS OR MINUS DIFFERENTIAL MUST be four (4) Digits (i.e. $0.0000)	WRITE PLUS OR MINUS	TOTAL BID AMOUNT

SECTION ONE: GASOLINE AND DIESEL FUEL

Normal Delivery Days After Receipt of Order (ARO): _____ Days

Address of Fueling Site Location: _____

_____

_____

Does your company provide Tank Monitoring Service? _____Yes _____No

If Yes, please include Technical info and pricing with your response, if available.

Bidder must allow split loads of two (2) types of fuel, which will result in a total load size of 7,500 Gallons. Transport Load Pricing.

BIDDERS MUST BID ALL ITEMS WITHIN SECTION ONE.

PRICE FORM
MISCELLANEOUS INFORMATION

Contact Person for placing fuel orders:

Name:_____ Phone:_____

Fax Number:_____ Email Address:_____

Contact Person for questions about invoices:

Name:_____ Phone:_____

Fax Number:_____ Email Address:_____