

VENDORS SHALL IMMEDIATELY COMPLETE THIS

SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT

AND RETURN IT VIA EMAIL TO: STEPHANIE.KEETON@CO.LIBERTY.TX.US

These specifications have been made available to view and/or download on-line for your convenience.

By downloading these specifications, you have agreed to monitor Liberty County Purchasing's Webpage for Addenda(s) pertaining to this invitation to bid.

INVITATION TO BID # 26-02

FUEL

_____	_____
Date	Legal Name of Company

Mailing Address	

_____	_____
E-Mail Address	Phone Number

_____	_____
Contact Name	Signature

Submission of this form does not guarantee addenda notification.

It is the responsibility of the Vendor
to monitor Liberty County Purchasing's Website
for the most current information and addenda(s)
regarding this invitation to bid.



INVITATION TO BID #26-02

October 16, 2025

FUEL

Liberty County is seeking to award a term contract for Fuel to the lowest responsible offeror on a per unit basis for various Road and Bridge precincts. Attached is a copy of Liberty County's Invitation to Bid (ITB) for Fuel.

Questions and requests for clarification shall be addressed via email to Stephanie Keeton, at stephanie.keeton@co.liberty.tx.us or by calling (936)253-8045.

IMPORTANT DATES

Deadline for submission of Solicitation Responses	OCTOBER 30, 2025, AT 10:00 AM
Anticipated Contract Start Date	NOVEMBER 26, 2025

Bids will be accepted until 10:00 a.m. on October 30, 2025, at Liberty County Purchasing, 2099 Sam Houston Street, Liberty, Texas 77575, and then will be read aloud publicly.

Bids must be delivered to the County Purchasing Agent by the time and date specified. Late bids will not be opened and will be considered void. Bids will be awarded as promptly as possible consistent with the time required for a thorough analysis of the bids submitted.

Bidder must carefully read all instructions, requirements and specifications. Failure to do so will be at the Bidder's risk.

It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the website. Vendors are responsible for monitoring the Purchasing Departments' website at www.co.liberty.tx.us/purchasing for addenda. No addenda will be issued three (3) days prior to bid opening date.

Liberty County, Texas is an Affirmative Action/Equal Opportunity Employer, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit responses.

A handwritten signature in blue ink, appearing to read "S. Keeton", is positioned above the printed name.

Stephanie Keeton, CPPB
Assistant Purchasing Agent

LIBERTY COUNTY, TEXAS

INVITATION TO BID #26-02

Liberty County seeks to establish term contract for Fuel based on a per unit basis. The purpose is to create at-the-ready resources, at established prices to be utilized as needed throughout the term of the awarded contract.

Contact: Questions and requests for clarification should be addressed directly with Stephanie Keeton, (936) 253-8045 stephanie.keeton@co.liberty.tx.us. If possible, please submit all questions in writing via email.

Contract: The intended Contract is attached as **Attachment A** and shall be signed and provided as part of offerors' bid response. A contract between Liberty County, Texas and the awarded Vendor will be executed by Commissioners' Court approval and signing of selected offerors'(s) bid.

Term: Contract will commence upon November 26, 2025, for a term of one (1) year with option to renew up to three (3) additional one (1) year periods if mutually agreed upon.

Specifications: (Scope of Work) is attached as **Exhibit A**

Pricing: Pricing submitted in response to this invitation shall be all inclusive of all fees not mentioned, with no additional charges for shipping, delivery, permits etc. and shall remain firm for the term of the contract.

The Bid Form attached hereto as **Exhibit B** must be used for the submission of bid pricing.

Payment: Net 30 after receipt of product(s), material(s), service(s) or invoices(s), whichever is later.

SCHEDULE OF EVENTS

All dates are tentative, and the County reserves the right to change these dates at any time. At the sole discretion of the County events listed in the Schedule of Events are subject to scheduling changes and cancellation. The County will make public any changes to stated.

Advertisement of Solicitation	OCTOBER 16 TH & 23 RD , 2025
Deadline for Submitting Questions	OCTOBER 22, 2025, AT 5:00 PM
<i>If applicable</i> , Issuance of Addendum (response to Questions)	OCTOBER 23, 2025
Deadline for submission of Solicitation Responses	OCTOBER 30, 2025, AT 10:00 AM
Anticipated Date of Award	NOVEMBER 11, 2025
Anticipated Contract Start Date	NOVEMBER 26, 2025

OVERVIEW

Liberty County is currently under contract with Senergy Petroleum, LLC for the supply of fuel through November 25, 2025. This contract commenced on November 25, 2022, and includes an estimated purchase of approximately 282,000 gallons of Ultra-Low Sulfur Diesel and 136,000 gallons of Unleaded Gasoline over its duration. These quantities are approximate and provided for informational purposes only.

Each Road and Bridge Precinct facility maintains one (1) above-ground 1,000-gallon Unleaded Gasoline Tank, and one (1) above-ground 2,000-gallon Clear Diesel Tank. All tanks are owned by the County.

GENERAL

- 1) Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in this solicitation as soon as possible so corrective addenda may be furnished to prospective respondents.
- 2) Changes, Amendment or Modification to Solicitation: The County reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the County and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the County website to ensure full compliance with the requirements of this solicitation.
- 3) A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following minimum standards:
 - Have adequate financial resources, or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

Liberty County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed herein.

- 4) All documents submitted in response to this invitation to bid are subject to Texas Open Records requirements.
- 5) Unless stated otherwise, Liberty County Terms and Conditions apply.
- 6) The County is exempt from federal excise and state sales tax; therefore, applicable taxes must not be included in this bid.
- 7) No alternate bids shall be submitted. Bidder shall complete only items on the bid form and shall not alter this bid packet in any way. Unsolicited attachments may be discarded and have no bearing on this bid.
- 8) When "Extended Prices" and/or "Grand Total" are listed in the bid and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.
- 9) Bids may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered, or withdrawn without the approval of the Commissioners Court.
- 10) Evaluation: Compliance with all bid requirements, delivery, pricing, warranty, work history with Liberty County and the needs of the using department will be considered when evaluation bids. Liberty County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed herein and may request references to which like services or materials have been supplied by the offeror.
- 11) Liberty County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Liberty County may purchase through the source that provides the lowest and best bid/offer to the County.
- 12) Submittal of bid affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation and the offeror's willingness to adhere to all requirements, specifications, terms and conditions as set forth herein.

- 13) Specifications may reference name brands and model numbers not to limit or restrict bids but to establish a desired level of quality, service, and performance.
- 14) No Guarantee of Volume, Usage or Compensation: The County makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.
- 15) Liberty County, if applicable, requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year.
- 16) **INTERLOCAL PARTICIPATION:** It is hereby made a precondition on any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Liberty County.
- 17) If offeror electronically scans, re-types or in some way reproduces the County's published solicitation package, then in the event of any conflict between the terms and provisions of the County's published solicitation package, and the terms and provisions of the response made by offeror, the County's solicitation package as published shall control.

Additional Requirements of Vendor if Awarded

- 1) **INSURANCE:** The awarded vendor shall provide to the County insurance certificates as proof of the insurance policies obtained by the Contractor. All insurance required shall be issued and maintained with responsible insurance companies organized under the laws of one of the states of the United States, qualified to do business in Texas and having a rating from A.M. Best of A- or higher.

Liberty County Purchasing, 2099 Sam Houston Street, Liberty, Texas, 77575 shall be listed as a Certificate Holder. Insurance Renewals and Notice of Cancellations may also be sent electronically to stephanie.keeton@co.liberty.tx.us.

The successful bidder shall maintain the following insurances during the execution of the contract:

General Liability

\$ 1,000,000 per occurrence limit

\$ 2,000,000 aggregate limit

Automobile Liability

\$ 1,000,000 combined single limit

Workers Compensation

Statutory Limits

\$ 1,000,000 employer's liability limits

All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the term of this contract.

All policies shall provide that coverage shall not be cancelled without thirty (30) days prior notice to the Certificate Holder.

INSTRUCTIONS FOR BID SUBMITTAL

Response Format

Respondents shall organize their offers in the following order. Each item shall be completed and signed, if applicable.

1. Vendor Profile & Offeror Certification
2. Bid Form
3. Addenda, if applicable
4. Contract
5. W-9 Form
6. SB 252 & HB 89 Verification Form
7. Form 1295 - Vendors shall access the Texas Ethics Commission website <https://www.ethics.state.tx.us/filinginfo/1295/> and complete Form 1295 "Certificate of Interested Parties". **The following information will be needed for proper 1295 form completion:**

Name of the Governmental Entity:	Liberty County
Contract ID:	#26-02
Description:	Fuel

Submission

Bidders shall submit two sets (**1 original and 1 copy**) of their response. The Original shall be clearly marked "**ORIGINAL**" and contain all original signatures.

Bids must be submitted in a sealed envelope and clearly marked with bidder's name and Bid Number by October 30, 2025, no later than 10:00 am to:

Liberty County Purchasing Agent
Attention: Harold Seay
2099 Sam Houston Street
Liberty, Texas 77575

Please note that all offers must be received at the designated location by the deadline shown. Bids may **not** be submitted by fax or electronically. Offers received after the deadline will be considered void. Liberty County is not responsible for lateness of mail carrier, delivery to wrong office, etc. The time/date clock in the Purchasing Office shall be the official time of receipt.

NOTE: The County Observes the below holidays over the next two (2) months, County Offices will be closed.

November 11th, 2025 -Veterans Day Holiday
November 26th, 2025 -Half Day, for Thanksgiving Holiday
November 27th, 2025 -Thanksgiving Day
November 28th, 2025 -Thanksgiving Holiday
December 24th, 2025 -Christmas Eve
December 25th, 2025 -Christmas Day
December 26th, 2025 -Christmas Holiday

VENDOR PROFILE

Company Name as on W-9

Address

Name Binding Official

Phone Number

E-Mail Address

Name of Primary Contact

Phone Number

E-Mail Address

Contact for placing orders

Phone Number

E-Mail Address

OFFEROR CERTIFICATION

I understand that Liberty County reserves the right to accept or reject in part or in whole any offers submitted, and to waive any formalities in the best interest of Liberty County.

By my signature hereon, I certify that the Goods and/or Services that I intend to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications, Contract and the Terms and Conditions; and

Below, select which applies:

_____ I certify that that Form CIQ is not necessary as no such relationship exist with elected/appointed officials which might cause a conflict of interest.

_____ As required, Form CIQ has been provided to Liberty County Clerk's Office and was filed on this date:_____.

SIGNATURE & DATE

PRINTED NAME TITLE

- 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?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

SENATE BILL 252 & HOUSE BILL 89 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2252 & 2271 A governmental entity may not enter into a governmental contract with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations or that are Boycotting Israel.

Definitions pursuant to Section 2252.151, Texas Government Code:

(1) "Company" has the meaning assigned by Section 806.001.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(3) "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(2) "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.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Section 2252.001.

a. Sec. 2252.001. DEFINITIONS. In this subchapter:

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Definitions pursuant to Section 2271.001, Texas Government Code:

(1) "Boycott Israel" has the meaning assigned by Section 808.001.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" has the meaning assigned by Section 2251.001.

a. Sec. 2251.001. DEFINITIONS. In this chapter:

(3) "Governmental entity" means a state agency or political subdivision of this state.

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252 & 2271.

1. Does not boycott Israel currently; and will not boycott Israel during the term of the contract.
2. Is not engaged and will not engage in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations during the term of the contract.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TERM CONTRACT

for

FUEL

THIS AGREEMENT, entered into the ____ day of _____, 2025, by and between Liberty County, Texas, hereinafter called the "County", acting herein by Jay Knight, Liberty County Judge hereunto dully authorized, and

_____, hereinafter called "Vendor", acting herein by _____.

Company Name Company Authorized Signer, Name & Title

WITNESSETH

WHEREAS, the County Commissioners' Court on _____ awards this contract for supplying Fuel as set out in the County's Invitation to Bid #26-02 and the response submitted by the Vendor;

NOW THEREFORE, know all men by these presents, the following contract is entered into by County and the undersigned Offeror.

1. Vendor represents that it possesses all rights, title, and ownership to the goods, materials or services which are to be conveyed to County under the terms of this agreement.
2. Contract Term
The contract between the County and Vendor/Contractor shall commence on _____, 2025, and be in full effect until _____, 2026 with the option to renew with negotiated pricing, if applicable, upon mutual agreement between the County and the Vendor/Contractor for three (3) additional one (1) year periods.
 - a. If applicable, contract renewals will be added as addenda to this agreement.
 - b. Following the base term and any allowable extensions, The County may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity Services.
3. Addenda
This Agreement may be amended by mutual agreement of the parties hereto by a written addenda to be attached and incorporated into this Agreement.
4. Specifications, as attached in Exhibit A
 - a. All orders for materials must be authenticated by a Purchase Order issued by the Liberty County Purchasing Department.
 - b. Delivery: All delivery and freight charges (FOB Liberty County destination) are to be included in the bid price. While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss. Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Liberty County Purchase Order number and descriptive information as to item and quantity delivered.
5. Compensation
The Vendor shall be compensated with the per unit pricing submitted on their Bid Form attached as Exhibit B.
 - a. Invoicing:
Upon completion of a deliverable (task, item, etc.) and acceptance by the County, Vendor will submit an invoice to the using department setting forth amounts due. ONLY charges as stated on the Bid Form will be considered.
 - b. Payments:
Payment to the Vendor shall be based on satisfactory completion of identified deliverables and receipt of invoice. Payment terms are net 30 after receipt of product(s), material(s), service(s) or invoices(s), whichever is later.

6. Terms and Conditions

FUNDING: Funds for payment have been provided through the Liberty County budget approved by Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Liberty County fiscal year shall be subject to budget approval.

- Liberty County hereby notifies Vendor that pursuant to Texas Local Government Code 262.0276 (effective September 1, 2003) Liberty County is prohibited from entering into a contract or other transaction which requires approval by Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited liability corporation or other entity which is indebted to the County. Further, this contract may be terminated and payment withheld if awarded Vendor becomes indebted to the County during the term of the Contract.

EQUAL EMPLOYMENT: All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

CONTRACT: The bid/offer, when properly supplemented by any bonds and/or certificates of insurance as may be required herein, and when accepted by Liberty County, shall constitute a Contract equally binding between the successful bidder and Liberty County. No invoices will be paid prior to acceptance of Contract by Liberty County. No different or additional terms will become a part of this Contract.

INTERLOCAL PARTICIPATION: It is hereby made a precondition on any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Liberty County.

- It is further understood, that any other governmental entity that elects to use a Liberty County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

DEFAULT OF OFFEROR: If a successful contractor, if applicable, defaults by failing to supply bonds and/or certificates of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners Court.

- Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

ETHICAL CONDUCT: The offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official or director of Liberty County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEMNIFICATION: The successful offeror (herein after referred to as Contractor) shall defend, indemnify, and save harmless Liberty County and all its officers, directors, and employees from all suits, actions, and other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, or neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any director, employee, subcontractor, or supplier in

the execution of, or performance under, any Contract which may result from award of bid/offer.

- Further, Contractor indemnifies and will indemnify and save harmless Liberty County from liability, claim or demand on their part, their directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgement with costs which may be obtained against Liberty County growing out of such injury or damages.
- Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

TESTING: All materials, if applicable, being used in fulfillment of this Contract are subject to inspection or test during their preparation, delivery, or use. At the option of the County Purchasing Agent, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Liberty County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.

WAGES: Contractor shall pay or cause to be paid, without cost or expense to Liberty County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Agent, 2099 Sam Houston Street, Liberty, Texas 77575. Liberty County reserves the right to award a cancelled Contract to the next lowest and best offeror it deems to be in the best interest of the County.

- Continuing non-performance of the Contractor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for materials that are unsatisfactory. The County may give the Vendor 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.
- In the event of breach or default of this Contract, Liberty County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.
- In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Liberty County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Liberty County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Liberty, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

HAZARDOUS SUBSTANCES: State law requires that, if applicable, shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

- When or where any direct or indirect damage or injury is done to public or private party by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Offeror must provide all warranty terms and conditions in response package.

ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.

COMPLIANCE WITH APPLICABLE LAWS: Offeror shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, and regulations relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this Contract. The Vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Liberty County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Liberty County, Texas. All documents are subject to Texas Open Records requirements.

APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Liberty County shall apply.

RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter, The State of Texas, Liberty County, and/or other federal, State and local agencies which may have jurisdiction over this Contract and/or purchase order, at reasonable times and at its expense reserve the right to audit Contractor's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful offeror's expense within two (2) weeks of written request.

FORCE MAJEURE: Neither the County nor the successful offeror shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any

governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

QUANTITIES: No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

ADDITIONS/DELETIONS: Liberty County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the Contract in the form of an addendum. Additional items shall be priced in accordance with this Contract with appropriate discounts being applied.

PURCHASE FROM OTHER SOURCES: Liberty County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Liberty County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offeror and such action shall not invalidate in whole or in part this Contract or any rights or remedies Liberty County may have hereunder.

PRICING AND ADJUSTMENTS: Pricing must remain firm for ninety (90) day increments. This specification provides for a price increase or decrease every (90) days, if needed, based upon changes in costs to the Vendor for furnishing the product. Each price change shall be made known by a letter addressed to Harold Seay, County Purchasing Agent, 2099 Sam Houston Street, Liberty, Tx 77575, stating the price change, reason for the change and the effective date. The Vendor will be required to submit an affidavit substantiating that the increase represents the cost for services or materials and in no way represents an increase of profits, labor, or other overhead. The Vendor must justify its request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Conversely, if costs in services or materials decrease, the same amount of decrease shall be immediately passed on to the County. The County may request information to verify pricing throughout the term of the contract. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement is made at the Vendor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the Vendor hereby releases the County from any and all liability whatsoever to pay for delivered materials at the new price prior to the Vendor's notification to the County. All increases will be subject to approval by Commissioners Court.

- If the price increases from the amount submitted in response to this request, Liberty County may elect to terminate this contract if the County is able to purchase, from another source on similar terms, product of like grade and quality, and in like amount at a lower price than the increased price and the successful Vendor declines to meet such lower price.

CONFLICT: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Liberty County's interpretation shall govern.

AWARD: If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

- If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

ENTIRE AGREEMENT:

This contract contains the whole agreement between the County and Offeror in respect to the purchase and sale contemplated hereby, and there are no representations, terms, conditions, or collateral agreements, other than expressly set forth herein and the documents described in paragraph 1 above.

WHEREFORE,
premises considered, County hereby executes this agreement on the ____ day of _____, 2025.

LIBERTY COUNTY, TEXAS:

OFFEROR:

Signed Name (County Judge)

Signed Name

Printed Name

Printed Name

Date

Date

SPECIFICATIONS/SCOPE OF WORK

This scope of work ("SOW") establishes the minimum requirements for services/goods requested in Invitation to Bid #26-02/Fuel.

By submission of bid, the successful offeror, herein after called (*Vendor/Contractor*) warrants the following **General Specifications and Scope of Work**:

- 1) The vendor shall furnish and deliver bulk fuel on an as-needed basis and in the quantities requested pursuant to the specifications contained herein and all requirements and regulations established by the State and Federal Government.
- 2) FUEL: All fuel products must meet current State and Federal Regulations and shall be clean and dry and essentially free of water and/or suspended matter at time of delivery.
- 3) All gasoline furnished and the transport of the gasoline shall be in strict compliance to all Environmental Protection Agency (EPA), individual State Commissioners on Environmental Quality, Federal Highway Administration (FHWA), and statutes, specifications, codes and guidelines as applicable.
- 4) DELIVERY: All delivery and freight charges (FOB Liberty County destination) are to be included in the bid price. While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss. Deliveries shall be made on an as needed basis to the following locations within Liberty County.

Precinct 1 (A)	Precinct 1 (B)	Precinct 2 (A)	Precinct 2 (B)	Precinct 3	Precinct 4
349 FM 770 S.	8825 S. FM 1409	588 CR 2010	367 CR 2206	119 S. Fenner	1034 CR 605
Raywood, Texas	Dayton, Texas	Hardin, Texas	Cleveland,	Cleveland,	Dayton, Texas

Additional delivery sites may be designated at the option of Liberty County, reserving the right to add or delete delivery locations.

ALL DELIVERIES ARE TO BE MADE WITHIN 48 HOURS OF THE TIME AN ORDER IS PLACED AND BETWEEN THE HOURS OF 8:00 A.M. AND 3:00 P.M. MONDAY THROUGH THURSDAY.

- 5) The vendor shall be liable for all remediation and damages to equipment and property resulting from the delivery and/or usage of defective, contaminated, or non-compliant gas.
- 6) The vendor shall be responsible for spillage which may occur during transit, loading or unloading.

LIBERTY COUNYT BID FORM
ITB #26-02/FUEL

Price changes will be governed by an index made up of the average posted prices, (without taxes and freight charges) of those companies published in the weekly publication of the Oil Price Information Service (OPIS) for gasoline and diesel fuels AND based on a formula price using Platts, U.S. Gulf Coast pipeline for Oils.

- 1) Invoices for fuel delivered will be the cumulative total of the cost per gallon based upon the OPIS or Platts for the day of delivery and the differential price. Pertinent reference materials shall be submitted with each invoice for review by the County.
- 2) TAXES: Liberty County is subject to the following: Federal LUST Tax, Federal Oil Spill Tax, and Texas Load Fees on diesel and gasoline. The County is also subject to Texas State Excise Tax. Bidder must apply for and secure exemption from Federal Excise Tax on gasoline and diesel fuel to prevent the County from paying said federal tax.

BIDDERS ARE TO QUOTE A DIFFERENTIAL PRICE, EITHER + OR (-) OF THE AVERAGE PRICE INDEX IN THE "OPIS" OR "PLATTS" REPORT FOR THE BEAUMONT OR HOUSTON AREA.

Pricing submitted shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the work and should not incorporate holiday or weekend delivery.

Description	Select One	Unit Pirce Differential
Unleaded gasoline – octane rating 87	+ (plus) or - (minus)	\$ per gallon (OPIS)
Ultra Low Sulfur Diesel	+ (plus) or - (minus)	\$ per gallon (OPIS)

Specify how many hours until delivery after order is placed: _____(may not exceed 48 hours)

Vendor Name