



BID Documents for
Fuel Management Services
Burnet County, Texas
RE-BID # 26-4090-08

DEADLINE FOR QUESTIONS: June 22, 2026 5:00
PM

DUE DATE/TIME: June 30, 2026, 10:00 AM

INVITATION TO BID Fuel Management Services

RE-BID NO. 26-4090-08: Fuel Management Services

ISSUANCE DATE: June 12, 2026

QUESTION DEADLINE: June 22, 2026, submit to bids@burnetcountytexas.org

SUBMISSION DEADLINE: June 30, 2026, at 10:00 AM (CST)

SUBMISSION LOCATION: Burnet County Auditor's Office 133 E. Jackson, Burnet, TX 78611

WAYS TO SUBMIT: bids@burnetcountytexas.org or dropped off/mailed to Burnet County Auditor's Office: 133 E. Jackson, Burnet, TX 78611

POINT OF CONTACT: Megan Schumann

BIDS EMAIL: bids@burnetcountytexas.org Phone: (512) 756-5412

SCOPE AND INTENT

The intent of the BID is to provide for the purchase and dispensing of on- and off-site consignment of unleaded and diesel fuels for the use of Burnet County for a two (2) year period with an option to renew/extend for two (2) additional years if the price remains the same. The proposal will be split into two (2) categories: **On-site Local Fuel Supply and Off-site Fuel Supply**. Bidders should be aware that the County reserves the right to award each category to a different vendor if it is in the best interest of the County. Information on each of the two categories are provided below:

On-site Local Fuel Supply: This category involves the delivery of fuel to Burnet County's on-site location at the Precinct #1 Barn in Burnet, Texas. A fuel management system and automation system is required for this category.

Off-site Fuel Supply: This category involves the provision of off-site stations located throughout the State of Texas. A fuel management system and automation system is required for this category. **The availability of numerous stations throughout the state is as important as price in this category. The County reserves the right to reject bids in this category that do not provide adequate access to stations throughout the state. The decision as to whether a bid provides adequate access to stations throughout the state shall be at the sole discretion of the County.**

FUEL BID BASIS

The basis of the bid is the bidder's differential of the prices listed in the Oil Price Information Services (OPIS) Pad 3 Report for Austin, Texas. The price differential quoted shall include all fees involved (service, delivery, etc.) in the on- and off-site consignment program, excluding taxes. Costs associated with the Bidder's responsibility associated with the required fuel management and automation system shall also be included in the price differential. The differential must be a firm dollar amount during the contract and shall consist of four (4) decimal places and shall be

identified by the bidder as either positive or negative. **All bids must be submitted on the attached form.**

The OPIS price, bidder's differential, and taxes shall be added together for the price per gallon to be charged to Burnet County. The price per gallon shall be adjusted each week in accordance with the OPIS report, but the bidder's differential shall remain constant throughout the term of the contract.

FUEL MANAGEMENT AND AUTOMATION SYSTEM

The Fuel Management and Automation System is required for both on-site and off-site fuel supply categories. In these categories the Bidder is responsible for all costs associated with the fuel management and automation system, including the replacement of lost or stolen cards.

The County will provide a 110-volt ac outlet and telephone line for the on-site fuel supply. The Bidder shall be required to provide all other equipment, materials, and cards associated with an on-site fuel supply management and automation system, including the replacement of lost or stolen cards. If necessary the Bidder shall be required to purchase the existing on-site fuel inventory at a price based upon the successful bid.

The fuel management and automation system shall include a method of tracking and invoicing fuel usage and cost for all county vehicles, individually. Credit cards used for this system shall be limited to the purchase of gas and oil only. Bidder shall provide reports with the following information on a monthly basis, to substantiate the fuels invoice.

REPORTING-WEEKLY

A weekly report showing the following information by vehicle:

- Date and time of fueling
- Location of the fueling
- Drivers Name
- Odometer reading entered by driver
- The MPG since the last fueling
- The product type purchased by the driver
- The quantity purchased in gallons to the nearest tenth
- The base price of the fuel per gallon
- The tax price of the fuel per gallon
- The total amount of the fuel transaction
- The total miles driven by the vehicle for the week
- The average MPG for the vehicle for the week
- The total gallons purchased for the vehicle for the week
- The total dollar amount of the fuel for the vehicle for the week
- All automotive related purchases for the vehicle for the week will be broken out separately, subtotaled and show beneath the fuel information. All automotive related purchases show date, time, location, driver, odometer, product type, quantity and total dollar amount of the purchase
- The total dollar amount of fuel and automotive related purchases for the vehicle for the week

REPORTING-MONTHLY MOTOR FUEL SUMMARY REPORT

A monthly report summarizing the calendar month for the following information by vehicle for each transaction with totals:

- Date and time of each fueling
- Location of each fueling
- Drivers Name
- Odometer entered by the driver
- Miles driven since last fueling
- Fuel type purchased
- Quantity to the nearest tenth of a gallon
- Extended total amount of the transaction
- MPG since last fueling
- Cost per mile for the vehicle
- Total # of transactions for the vehicle for the month
- Average price per gallon paid for the vehicle for the month
- Total miles driven for the vehicle for the month
- Total gallons used by the vehicle for the month
- Total dollars used by the vehicle for the month
- Average MPG for the vehicle for the month
- Average cost per mile for the vehicle for the month

INSURANCE REQUIRED

- Standard Workers Compensation Insurance covering all personnel who will provide services under this contract, and
- Commercial General Liability Insurance: \$500,000 minimum each occurrence limit; \$1,500,000 minimum aggregate limit.

PAYMENT OF INVOICES

The successful bidder shall invoice the County on a monthly basis. Payment shall not be due earlier than thirty (30) days after the date of the invoice.

CANCELLATION

The Burnet County Commissioners' Court reserves the right to terminate this contract prior to the end of the period indicated on twenty-four (24) hours written notice, for unsatisfactory delivery and/or failure to meet the required specification(s). In the event of termination, all orders delivered prior to the effective date of termination shall be paid by the Burnet County Commissioners' Court in accordance with the contract, where upon all obligations of both parties to the contract will cease. In the event that this contract is terminated, the successful bidder will be responsible for restoring the on-site system to working order within five (5) business working days.

The Bidder must provide the County with sixty (60) days written notice if the bid price will change after the first year or extend the bid for an additional ninety (90) days.

PERFORMANCE

- A. Bidder agrees to respond to a reported equipment malfunction within 24 hours. If unable to repair equipment immediately, Bidder will provide alternative fueling locations at no added cost to Subscriber.
- B. Bidder guarantees to have all Bidder supplied equipment repaired within 10 working days, allowing time for ordering of replacement parts.
- C. Bidder agrees to maintain an adequate supply of fuel inventory for each location as required by customer's usage. Bidder assumes no responsibility for fuel outages caused by strikes, riots, floods, fire or acts of God or any other cause beyond the control of Bidder. Should an outage occur, Bidder would provide fueling locations at no additional cost to Subscriber, until the site has been supplied with fuel.

FUEL REQUIREMENTS

Fuel must meet the requirements of the KOCH Material Safety Data Sheet (MSDS) #5465 and #5466.

EVALUATION AND AWARD OF CONTRACT

- 1) The County of Burnet intends to make an award to the responsible offeror meeting all the requirements of the BID whose proposal is the most advantageous to the county with reference to overall financial economy.
- 2) The Commissioners' Court of Burnet County reserves the right to reject any and all proposals, to accept them in whole or in part, and to waive any informalities in the proposals received, as it shall deem to be in the best interest of Burnet County.
- 3) The County of Burnet reserves the right to negotiate in private with all responsible offerors in order to obtain the best possible proposal for county purposes.
- 4) The County of Burnet reserves the right to modify and negotiate changes in the transaction.

BID REQUEST FORM

**RE-BID # 26-4090-08
FUEL MANAGEMENT SERVICES**
(This form must be completed and submitted.)

On Site Mark-up

<u>Description</u>	<u>Mark-up per gallon, including freight</u>
Regular Unleaded	\$_____per gallon
Low Sulfur Diesel	\$_____per gallon

Off Site Mark-up

<u>Description</u>	<u>Mark-up per gallon, excluding freight</u>
Regular Unleaded	\$_____per gallon
Low Sulfur Diesel	\$_____per gallon

Vendor: _____ Signed: _____

Address: _____ Title: _____

Documents are to be submitted as outlined in this BID. The remaining documents are for the information of the RESPONDENT and will form the Contract Documents between the successful RESPONDENT and the OWNER.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT NAME

TITLE

MAILING ADDRESS

E-MAIL ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

FAX NUMBER

SIGNATURE

PRINT SIGNATURE

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____

Received _____

Addendum No. 2 dated _____

Received _____

Addendum No. 3 dated _____

Received _____

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

Adopted 06/29/2007

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.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

BURNET COUNTY RESPONDENT AFFIRMATION

This sheet must be completed, signed, and returned by RESPONDENT

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH THE BID DOCUMENT
MAY RESULT IN THE BID BEING REJECTED OR THE TERMINATION OF
ANY RESULTING CONTRACT OR PURCHASE ORDER.**

1. The undersigned agrees this BID becomes the property of Burnet County after the official opening.

The undersigned affirms he 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 which may be incidental to the work, before submitting a BID.

The undersigned agrees, if this BID is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this BID Proposal will be sixty (60) calendar days unless a different period is noted by the RESPONDENT.

2. RESPONDENT affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this BID in collusion with any other RESPONDENT, and that the contents of this BID as to prices, terms or conditions of said BID have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this BID.

3. RESPONDENT hereby assigns to purchaser any and 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.

4. Pursuant to §262.076 (a) of the Texas Local Government Code, RESPONDENT, hereby affirms that RESPONDENT:

(Please check all that are applicable)

_____ Does not own taxable property in Burnet County.

_____ Does not owe any ad valorem taxes to Burnet County or is not otherwise indebted to Burnet County.

RESPONDENT Affirmation Page 1 of 2

BURNET COUNTY RESPONDENT AFFIRMATION

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

RESPONDENT COMPANY NAME

ADDRESS

CITY STATE ZIP CODE

PHONE EMAIL

RESPONDENT SIGNATURE DATE

RESPONDENT PRINTED NAME TITLE

SIGNATURE OF COMPANY OFFICIAL DATE
AUTHORIZING THE BID (If Applicable)

COMPANY OFFICIAL PRINTED NAME TITLE

Corporate Vendors Shall Furnish the Following Information:

WHERE INCORPORATED CHARTER NUMBER

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 _____

PRINCIPLE OFFICES ARE IN THE CITY OF _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign this document or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this proposal, Company certifies that if a Texas address is shown as its address, Company qualifies as a Texas Resident RESPONDENT as defined in Rule 1 TAC 111.2.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

TAX RECORD AND FAMILY CODE REQUIREMENTS

The Company's signature herein certifies that the firm is not currently delinquent in the payment of any debt owed to the State of Texas; including but not limited to franchise taxes and child support, property tax, and that any payments due the firm under this contract will be applied to that debt.

Texas Family Code Compliance Requirement:

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, BID, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Firm Owner(s), Partners, Sole Proprietors, or Share Holder(s) of twenty-five percent (25%) interest:

NAME

SSN

NAME

SSN

NAME

SSN

NAME

SSN

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

VENDOR REFERENCE INFORMATION SHEET

Please list three (3) references, other than Burnet County, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Burnet County to determine your firm's ability to provide the intended goods or services of this BID. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this BID. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your BID. County reserves the right to reject BIDs from RESPONDENTS without experience similar to that provided in this BID document.

1. _____
 GOVERNMENT ENTITY/COMPANY NAME

 ADDRESS

 PHONE

 CONTACT PERSON

 TITLE

 EMAIL ADDRESS (PRIMARY)

 EMAIL ADDRESS (SECONDARY)

 SCOPE OF WORK

 CONTRACT PERIOD

2. _____
 GOVERNMENT ENTITY/COMPANY NAME

 ADDRESS

 PHONE

 CONTACT PERSON

 TITLE

 EMAIL ADDRESS (PRIMARY)

 EMAIL ADDRESS (SECONDARY)

 SCOPE OF WORK

 CONTRACT PERIOD

3. _____
 GOVERNMENT ENTITY/COMPANY NAME

 ADDRESS

 PHONE

 CONTACT PERSON

 TITLE

 EMAIL ADDRESS (PRIMARY)

 EMAIL ADDRESS (SECONDARY)

 SCOPE OF WORK

 CONTRACT PERIOD

This Form must be SIGNED and the Original Returned with BID response

CERTIFICATE OF ELIGIBILITY

By submitting a BID or proposal I response to this solicitation, the RESPONDENT/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of BID/proposal submission and time of award, the RESPONDENT/ proposer will notify the Burnet County Purchasing Agent. Failure to do may result in terminating this contract for default.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT RESPONDENTS

Government Code 2252.002 provides that, in order to be awarded a contract as low RESPONDENT, a non-resident RESPONDENT must submit projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident RESPONDENT by the same amount that a Texas resident RESPONDENT would be required to under BID a non-resident RESPONDENT in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident RESPONDENT is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident RESPONDENTS in order for your BID to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that RESPONDENT. Resident RESPONDENTS must check the blank in Section B.

A. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident RESPONDENTS by state law. A copy of the statute is attached.

Non-resident vendors in _____(give state), our principal place of business, are not required to under BID resident RESPONDENTS.

B. Our principal place of business or corporate offices are in the State of Texas: _____.

RESPONDENT:

COMPANY NAME

CITY

STATE

ZIP CODE

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE



BURNET COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Burnet 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 Burnet 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 Burnet County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's 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 provisions that require competitive proposals for many items/services valued at greater than \$100,000.

III. POLICY GUIDELINES

- A. Burnet 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 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. Burnet County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Burnet County reserves the right to review the certification status of any vendor applying to do business with the County. The 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:
 - a. The availability of HUB firms within the specific category of goods or services to be procured; and
 - b. 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. Commissioners Court will use good faith efforts to meet the goals of this policy.

- D. Burnet County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilizing the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertising BIDs on the County's website and in the local newspaper.
 - 3. Providing BID notice to minority Chambers of Commerce within Burnet County, if applicable.
- 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.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the RESPONDENT'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 Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory BID limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive RESPONDENT as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director 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. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. 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 Commissioner's Court regarding any irregularities or misrepresentations 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.

**BURNET COUNTY
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Burnet County's BID process. The Purchasing Office will provide additional clarification of specifications, assistance with BID Proposal Forms, and further explanation of responding/submittal procedures to those DBEs who request it.

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

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

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

COMPANY NAME

REPRESENTATIVE

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

EMAIL ADDRESS (PRIMARY)

EMAIL ADDRESS (SECONDARY)

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

BURNET COUNTY HOUSE BILL 89 VERIFICATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH BID RESPONSE MAY RESULT IN YOUR BID BEING REJECTED

This verification must be completed, signed, and returned by RESPONDENT unless the business is a sole proprietorship or has less than 10 full time employees. Please sign and date below if you are exempt from this requirement.

1. I certify my business is a sole proprietorship or has less than 10 full-time employees.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

If #1 is not applicable to your company, please move to #2 below.

**2. I, _____ (Name), the undersigned representative of
(Company Name and Address)**

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Burnet County, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this, the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the Burnet County must give advance notice if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract.

Burnet County may require substitution of employees in the performance of the contract. Burnet County may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at the County's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Signature of Authorized Company Official

Date

Authorized Company Official's Name and Title (Printed)

Firm Name

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Authorized Company Official

Date

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Person 1

Person 2

Signature of Authorized Company Official

Date

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Authorized Company Official

Date

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Authorized Company Official

Date

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

GC 2252.152 CERTIFICATION FORM

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN,
SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED -
CERTIFICATION**

I, _____, the undersigned representative of

(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Burnet County Purchasing Office.

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

GC 2274 CERTIFICATION FORM

FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION CERTIFICATION

I, _____ the undersigned representative of

(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2274 verify that this company or business (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must indicate in its Response and state why the verification is not required.

APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

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

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

RESERVATION OF RIGHTS

The County is issuing this BID in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence and PROPOSALS to perform the requested task.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this BID, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the BID submittals. The BID submittals will become the property of the County.

All submissions shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

In connection with the BID, the County reserves all rights (which rights may be exercised by the County in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this BID, in whole or in part, at any time before the execution of contract by the County, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this BID.
3. Revise and modify, at any time before the BID submittal due date, the factors and/or weights of factors the County will consider in evaluating BID submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the BID submittal due date.
5. Investigate the PROPOSALS of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its BID submittal and/or require additional evidence of PROPOSALS.
7. Waive or permit corrections to data submitted with any response to this BID until such time as the County declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and BID submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review BID submittals or responses, make recommendations and seek the assistance of outside experts and consultants in BID submittal evaluation.

11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this BID to seek an improved understanding and evaluation of the responses to this BID.

12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this BID.

13. Disclose information contained in a BID submittal to the public as required under the Texas Public Information Act.

14. Authorize firms to substitute key personnel until the County declares, in writing, that a particular stage or phase of its review has been completed and closed.

15. Waive deficiencies in a BID submittal, accept and review a non-conforming BID submittal or seek clarifications or supplements to a BID submittal.

16. Disqualify any firm that changes its BID submittal without the County's authorization.

17. Exercise any other right reserved or afforded to the County under this BID. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any services until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

MAILING ADDRESS

CITY

STATE

ZIP CODE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of RESPONDENT, agrees this BID becomes the property of Burnet County after the official opening.

The undersigned affirms that the RESPONDENT 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 RESPONDENT, that if the BID is accepted, RESPONDENT 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 sixty (60) 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 RESPONDENT, nor any employee of Burnet County, and that the contents of this BID have not been communicated to any other RESPONDENT or to any employee of Burnet County prior to the official opening of this BID.

Vendor hereby assigns to Burnet 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.***

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH BID RESPONSE

BURNET COUNTY STATEMENT OF NO BID

If the RESPONDENT is not responding on the goods and/or services as stated in this BID, please complete, and return this form to: Burnet County, Purchasing Office, 133 E. Jackson, Burnet, TX 78611.

COMPANY NAME

CITY

STATE

ZIP CODE

SIGNATURE

TITLE

DATE

EMAIL

The above has declined to submit a BID response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.

Remarks:

CERTIFICATE OF INSURANCE

The insurance evidenced by this Certificate shall conform to the Supplemental General Conditions, Section 5.3 Insurance:

Name and Address of Agency:

 Phone: _____ / _____

County of Burnet Reference:

Project Name _____

 Project No.: _____
 Project Location: _____

Name and Address of Insured:

 Phone: _____ / _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured:

Companies Affording Coverages:

Company A
 Letter _____
 Company B
 Letter _____
 Company C
 Letter _____
 Company D
 Letter _____

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/Y)	POLICY EXPIRATION DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (000) EACH
	Commercial General Liability Policy <input type="checkbox"/> Blanket Contractual Liability <input type="checkbox"/> Completed Operations/ Products <input type="checkbox"/> Explosion, Collapse, Underground <input type="checkbox"/> Independent Contractor's Coverage <input type="checkbox"/> Aggregate Limits Per Project Form – CG 2503 <input type="checkbox"/> Additional Insured Form –CG 2010 <input type="checkbox"/> 30 Day Notice of Cancellation Form – CG 0205 <input type="checkbox"/> Waiver of Subrogation Form – CG 2404 <input type="checkbox"/> Transportation of Asbestos or Lead <input type="checkbox"/> Asbestos Abatement <input type="checkbox"/> Lead Abatement				General Aggregate \$ _____ Completed Operations/ Products – Aggregate \$ _____ Personal & Advertising Injury \$ _____ Each Occurrence \$ _____ Deductible or Self Insured Retention \$ _____

Certificate of Insurance

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/Y)	POLICY EXPIRATION DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (000) EACH
	Auto Liability Policy <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Waiver of Subrogation-TE2046A <input type="checkbox"/> 30 Day Notice of Cancellation – TE0202A <input type="checkbox"/> Additional Insured-TE9901B <input type="checkbox"/> MCS 90				CSL Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage (Per Accident) \$ _____ Deductible or Self Insured Retention \$ _____
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form				Each Aggregate Occurrence \$ _____
	Worker's Compensation and Employers' Liability <input type="checkbox"/> Waiver of Subrogation – WC420304 <input type="checkbox"/> 30 Day Notice of Cancellation – WC420601				Statutory (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee) \$ _____
	<input type="checkbox"/> Builders Risk or Installation Insurance				\$ _____
	Professional Liability <input type="checkbox"/> 30 Day Notice of Cancellation Retro-Active Date: _____				Each Claim Deductible or Self Insured Retention \$ _____

This is to certify that policies of insurance listed above have been issued to insured named above and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

ADDITIONAL INSURED:

Burnet County
133 E. Jackson
Burnet, Texas 78611

DATE ISSUED: _____ AUTHORIZED REPRESENTATIVE: _____

**Did you sign and submit all
required forms?
If not, your BID may be
Rejected!**

AFFIRMATIONS/FORMS/DOCUMENTS

✓ Indicates Compliance	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your BID package. The original of all forms/documents must be submitted. Failure to check all items could result in rejection of the entire BID. <u>All deviations from specifications must be documented separately and included with BID package.</u></p>
	<p>1. <u>Vendor References.</u> RESPONDENT has provided three (3) references, other than Burnet County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this BID.</p>
	<p>2. <u>Signatures.</u> All forms, including certifications, affirmations and informational forms requiring a signature must be signed. BIDs not signed may not be considered for award.</p>
	<p>3. <u>BID FORMS.</u> All sections of BID FORMS have been completed.</p>
	<p>4. <u>Insurance Certificates (If required).</u> RESPONDENTS must submit all Insurance Certificates with BID. If no insurance requirements specified, mark N/A.</p>
	<p>5. <u>Addenda.</u> When applicable, RESPONDENT acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised BID Forms in their BID package.</p>
	<p>6. It is the RESPONDENTS' sole responsibility to print and review all pages of the BID document, attachments, questions and their responses, addenda, and special notices.</p>
	<p>7. Accuracy for all mathematical and number entries is the sole responsibility of the RESPONDENT. Burnet County will not be responsible for errors made by the RESPONDENT.</p>
	<p>8. Failure to comply with the requirements set forth in this Invitation to BID may result in rejection of BID and/or cancellation of contract after award.</p>

All Required Forms Must Be Returned With BID!

BID SUBMITTAL INSTRUCTIONS

RETURN SEALED BID TO THE FOLLOWING ADDRESS:

BURNET COUNTY PURCHASING OFFICE
KELLEY GLAESER, PURCHASING AGENT
133 E. JACKSON
BURNET, TEXAS 78611

OR SUBMITTED ELECTRONICALLY TO:

bids@burnetcountytexas.org

LATE BID'S WILL NOT BE ACCEPTED

BURNET COUNTY RETURN LABEL

<u>SEALED INVITATION TO BID</u>	
INVITATION TO BID NO.:	26-4090-08
DUE DATE & TIME:	JUNE 30, 2026, 10:0 AM CST
OPENING DATE & TIME:	JUNE 30, 2026, 10:00 AM CST
DESCRIPTION:	FUEL MANAGEMENT SERVICES
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO
THE OUTER MOST ENVELOPE OF YOUR RESPONSE**