

PANOLA COUNTY, TEXAS
REQUEST FOR PROPOSAL

RETURN PROPOSAL TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS AND PROPOSAL SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed RFPs shall be received no later than:

9:00 A.M., TUESDAY JUNE 18, 2024

MARK ENVELOPE

“FUEL TANK FARM”

Bidder shall sign and date the proposal. RFPs, which are not signed and dated, can be rejected.

Panola County appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown. RFPs received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

SIGNATURE OF BIDDER

DATE

PANOLA COUNTY
REQUEST FOR PROPOSAL

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas, sealed RFPs will be received for:

“FUEL TANK FARM”

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

PROPOSALS MUST BE submitted with the proposal forms included for that purpose in this packet. Proposals shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF RFPs Sealed RFPs shall be submitted to:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

Not later than **9:00 A.M., TUESDAY JUNE 18, 2024.**

MARK ENVELOPES:

“FUEL TANK FARM”

ALL PROPOSALS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE
BEFORE OPENING DATE AND TIME

SIGNATURE OF BIDDER

REQUEST FOR PROPOSAL
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for Fiscal Year 2024.

LATE PROPOSALS: PROPOSALS received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of proposals, and bidder so agrees upon submittal of their proposal.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include sales taxes.

PROPOSAL AWARD: Panola County reserves the right to award proposals on the lump sum or unit price basis, whichever is in the best interest of the county.

CONTRACT: This proposal, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the proposal and contract forms section and if not so stated no such costs, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

SIGNATURE OF BIDDER

EXCEPTIONS / SUBSTITUTIONS: All proposals meeting the intent of this invitation will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this “Request for Proposal and Specifications” will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Bidders shall acknowledge receipt of all addenda.

PROPOSALS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder’s responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. The ability to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Panola County may request representation and other information sufficient to determine bidder’s ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this RFP. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola 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 of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder 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 successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this proposal (or required by Law) to be given to the successful bidder by Panola 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 Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

WARRANTY: Successful bidder 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.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

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

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY:

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

ENTITIES THAT BOYCOTT ISRAEL: In accordance with Texas Government Code Section 2271.002, bidder represents and warrants, that neither Bidder, nor any subcontractor, assignee, or sub-recipient of bidder, currently boycotts Israel, or will boycott Israel during the term of this contract. Bidder agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

ENTITIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES: In accordance with Texas Government Code Section 2274.002, bidder certifies

SIGNATURE OF BIDDER

that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Bidder also certifies that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

ENTITIES THAT BOYCOTT ENERGY COMPANIES: In accordance with Texas Government Code Section 2276.002, bidder certifies that it does not boycott energy companies, and bidder will not boycott energy companies during the term of this contract.

ANY QUESTIONS concerning this REQUEST FOR PROPOSAL AND SPECIFICATIONS should be directed to **Robert Duncan, Panola County Airport - Sharpe Field Manager at (903) 693-7856.**

**Panola County Sharpe-Field Airport
Fuel Tank Farm
Request for Proposal Specifications**

SIGNATURE OF BIDDER

Proposals are being accepted for the installation of 12,000-gallon UL 2085/Fireguard above ground fuel tank, with Canopy, equipment porch, aviation lining, minimum 24" manway and dispensing on Bottom platform Saddle for Avgas, minimum 20 gpm self-service through overwing fill.

Remove existing fuel tanks and associated hardware. Although not a requirement of this bid specification, the capability of the bid winner to remove and remarket the existing fuel tank is considered a bonus in the consideration in the bidding selection.

New tank installation specifications:

1. Attached observation ladder.
2. Attached pump platform.
3. Install 3" remote fill box and run 3" stainless steel product line from fill to tank with overfill prevention and 4-channel alarm box.
4. Must be set up to be filled from the back of the tank, opposite of the Canopy/ equipment porch.
 - a. Not set up to off load from transport tanker
5. Electric sump pump for removing water
6. Submersible Pump ¾ hp or greater
7. Install an electronic retail dispenser
8. Install or relocate existing card reader (quote either or both a. and b.)
 - a. Relocate existing QT Pod card reader, and additional new apparatus capable of measuring tank fuel levels
 - b. new card reader with ability to measure tank fuel levels
9. New external filter designed for aviation fuel.
10. Light under the canopy, (explosion proof)
11. Install overfill prevention valve.
12. Install remote fill overfill valve.
13. Anti-siphon valve
14. Stainless steel ball valves
15. Stainless steel threaded pipe
16. Clock Gauge alarm.
17. Locking gauge stick port
18. Interstitial leak gauge
19. Relocate existing Hose Reel
20. All necessary; vents, solenoid, pressure-relief, ball and swing check valves required for aboveground storage tank for Aviation fuel.
21. Provide close-out documentation upon completion of job.
22. Obtain necessary permits per state and Panola County.

SPECIFICATIONS AND BID FORM FOR FUEL TANK FARM

FUEL TANK FARM

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DESCRIPTION OR QUOTE ATTACHED:

EXCEPTIONS:

In accordance with Texas Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids for the FUEL TANK FARM for the Panola County Airport – Sharpe Field. Bids will be received at the Office of the County Judge, 110 S. Sycamore, Room 216-A, Panola County Courthouse. Carthage, Texas, 75633 until Tuesday, June 18, 2024 at 9:00 A.M. at which time bids will be opened in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the Commissioners Court meeting. Panola County does not have a purchasing agent; therefore, contact the County Judge at (903) 693-0391. Panola County’s website is www.co.panola.tx.us.

Bids are to be on the lump sum price basis and BOND IS REQUIRED. Workers compensation and liability coverage is required. A contract will be awarded to the successful bidder in accordance with the above mentioned item and upon approval of bills or invoices by the Commissioners Court. If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

The Court reserves the right to accept or reject any and/or all bids.

SIGNATURE OF BIDDER