



## **FUEL BID FORM PROPOSAL**

### **HUDSPETH COUNTY**

### **FY 2025 - 2026 FUEL BID**

**JOANNA “JOJO” MACKENZIE**

**HUDSPETH COUNTY JUDGE**

**PRECINCT 1**

**RUSSELL “RUSTY” MOORE**

**PRECINCT 2**

**SERGIO QUIJAS**

**PRECINCT 3**

**JEFF SPARGER**

**PRECINCT 4**

**CANUTO MARISCAL**

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**ORALIA SARINANA**

**HUDSPETH COUNTY ADMINISTRATOR**



**OFFICE OF THE COUNTY JUDGE  
Joanna E. MacKenzie**

**Hudspeth County, Texas  
Invitation for Bid (IFB) – FY 25/26**

The County of Hudspeth is currently soliciting an Invitation for Bid (IFB) from qualified agencies and contractors for the following services:

**Propane, Oil, Gasoline, On & Off Road Diesel, and Pest Control to service  
Hudspeth County for the Fiscal Year 25/26 from  
October 1, 2025 - September 30, 2026.**

Please submit your response to the Invitation for Bid (IFB) as a **“Sealed Bid”** to the Hudspeth County Judge’s Office at 109 Millican St., Sierra Blanca, TX 79839. If you choose to mail in your Bid, it must be marked **“Sealed Bid”** on the exterior of the envelope and mailed to PO Box 68, Sierra Blanca, TX 79851.

All **“Sealed Bids”** must be received in the Hudspeth County Judge’s Office no later than **3:00 PM on October 23, 2025**. It is the responsibility of the submitting party to ensure that the **“Sealed Bid”** is received in a timely manner.

Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals.

The County of Hudspeth is an affirmative Action/Equal Opportunity Employer and reserves the right to accept and/or reject any and all Bids at its discretion.

For any questions, please contact the Hudspeth County Administrator Oralia Sariñana at (915) 369-2321 or via email at [osarinana@co.hudspeth.tx.us](mailto:osarinana@co.hudspeth.tx.us)

# FUEL BID

## Instructions to Bidders

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Hudspeth County no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, shall be sealed in an envelope and clearly labeled with the words "**Sealed Bid ,**" **the company name of bidder and the date of closing. Bids must be received no later than 3:00 PM Mountain Standard Time Thursday October 23, 2025.**
- d) Hudspeth County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best advantageous bid for Hudspeth County.
- f) The Bid award is for the Fiscal Year 2025 – 2026 for the use of fuel prices in the Hudspeth County Sheriff's Department, Hudspeth County Precincts, and other Hudspeth County Department vehicles and facilities.

4. Bid Modifications Prior to Bid Opening

Any Bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by Hudspeth County prior to the bid closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by Hudspeth County until the sealed bid is open.

5. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

6. Time for Receiving Bids

Bids received prior to the advertised deadline shall be kept securely sealed. The officer appointed to receive bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

7. Opening of Bids

Hudspeth County shall, at a Hudspeth County Commissioners Court Meeting publicly open and read aloud each bid, irrespective of any irregularities therein.

8. Award of Contract/Rejection of Bids

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best advantageous bid. The bidder selected will be notified at the earliest possible date. Hudspeth County reserves the right to reject any or all bids where such rejection is in its interest. Hudspeth County Commissioners Court will open, discuss, and take possible action on this item during its regular scheduled meeting on Tuesday, October 28, 2025.

9. Execution of Agreement

The failure of the successful bidder to execute the agreement thirty (30) days from the date of the notice of award, or within such extended period as the Grant Recipient may grant shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the Grant Recipient for a refund.

10. Equal Employment Opportunity

Bidder is required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and must comply with other civil rights requirements.

11. Termination for Cause

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, Hudspeth County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to Hudspeth County for damages sustained by Hudspeth County by virtue of any breach of contract by the Contractor, and Hudspeth County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

12. Termination for Convenience of Hudspeth County

Hudspeth County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

13. Local Program Liaison

For purposes of this Agreement, the Hudspeth County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Supplier. All required reports and communication regarding the fuel supplies shall be directed to this liaison and other local personnel as appropriate.

BID PRICE SHOULD BE PER GALLON ABOVE THE RACK PRICE. BIDS **MUST** INCLUDE STATE TAXES FOR GASOLINE AND CLEAR FUEL( EXCLUDE ALL TAXES FOR DYED DIESEL FUELS AND ALL OTHER FEES MUST BE INCLUDED IN BID)

| <b>Fuel</b>                | <b>Precinct 1<br/>Sierra Blanca</b> | <b>Precinct 2<br/>Fort Hancock</b> | <b>Precinct 3<br/>Desert<br/>Haven</b> | <b>Precinct 4<br/>Dell City</b> | <b>Sheriff's Office<br/>Sierra Blanca</b> | <b>Sheriff's Office<br/>Fort Hancock</b> | <b>Other Dept.<br/>Sierra<br/>Balnca</b> |
|----------------------------|-------------------------------------|------------------------------------|----------------------------------------|---------------------------------|-------------------------------------------|------------------------------------------|------------------------------------------|
| <b>Gas 87</b>              |                                     |                                    |                                        |                                 |                                           |                                          |                                          |
| <b>Gas 89</b>              |                                     |                                    |                                        |                                 |                                           |                                          |                                          |
| <b>Gas 93</b>              |                                     |                                    |                                        |                                 |                                           |                                          |                                          |
| <b>Diesel #2</b>           |                                     |                                    |                                        |                                 |                                           |                                          |                                          |
| <b>Off Road<br/>Diesel</b> |                                     |                                    |                                        |                                 |                                           |                                          |                                          |
| <b>Propane</b>             |                                     |                                    |                                        |                                 |                                           |                                          |                                          |

By signing below the bidder agrees that the owner reserves the right to waive formalities, to reject any or all bids, and to accept the bid most advantageous to the interest of the owner.

Respectfully submitted by:

Company Name:\_\_\_\_\_

By:\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, County, State, Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone No. and Fax No.

\_\_\_\_\_  
TAX I. D. Number

# 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:

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- (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.