

Office of
Road and Bridge Department



411 Elwood Enge Dr.
Groesbeck, TX 76642
Office (254) 729-5513

STATE OF TEXAS

Limestone County
GROESBECK, TEXAS

May 30, 2024

**SPECIFICATIONS FOR ROAD OIL
BID NO. 240514- 03**

1. Material shall consist of road oil - cracked fuel oil with a minimum of 73% asphalt content and shall meet requirements of Item No. 300.2 (7) of The Texas Department of Transportation *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges of the Texas Department of Transportation (2004)*.
2. Quality test may be conducted on a random basis. If the first test fails to meet the specifications, a second test shall be conducted. If both tests fail, the vendor shall be required to pay for the tests and correct any deficiencies resulting from the material that fails to meet specifications. If the first test passes, Limestone County shall pay for the test.
3. Oil shall be bid at the unit cost per pound and purchased in truckload quantities on an as-needed basis. Price shall include delivery to the jobsite in Limestone County. Delivery shall be required within 48 hours after an order is placed.
4. The vendor's driver shall submit a weight ticket from a certified scale showing the empty truck weight and the loaded truck weight with each load delivered to the county. Weights are subject to verification by a certified public scale acceptable to Limestone County. Any charges or credits resulting from a difference in material weights shown on the vendor's delivery ticket(s) and the weight of material determined from certified weight tickets shall be debited or credited at the end of the contract period.
5. Vendor's trucks shall be equipped with pumps to transfer the oil into county storage tanks.
6. The contract period for this bid shall be October 1, 2024 through September 30, 2025.
7. Total approximate usage for the specified contract period is 1,250 tons.

James Trantham
Road Administrator
Phone: 254-747-0166

**BID PROPOSAL
TO
LIMESTONE COUNTY, TEXAS**

The undersigned, as bidder, declares, that he has carefully examined the form of contract, Notice to bidders, and specifications; that he will furnish all materials, equipment, supplies, and/or services called for in the contract and specifications in the manner prescribed therein and according to the requirements of the County Road Administrator as therein set forth.

It is understood that the represented quantities of material, equipment, supplies, and/or services to be furnished at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of materials, equipment, supplies, and/or services to be furnished at unit prices may be increased or decreased as considered necessary in the option of the County Road Administrator, and that all quantities of materials, equipment, supplies and/or services, whether increased or decreased, are to be furnished at the unit prices set forth as follows:

The undersigned bidder hereby proposed to furnish the following materials, equipment, supplies, and/or services at the following prices, to wit:

Description	Approximate Weight	Unit Price	Amount Bid
Road Oil	600 Tons		

*Note: The quantities shown are the approximate amounts anticipated for use by the county for the fiscal year from all sources.

BID NO. _____

OPENING DATE _____

FIRM _____

BY _____

ADDRESS _____

PHONE _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the specifications. The period of acceptance in this bid proposal will be ____ calendar days (30 calendar days unless a different period is inserted by bidder) after the bid opening date.

STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ who, having first been duly sworn, upon oath did depose and say:

That the foregoing proposal submitted by _____ herein called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or to any person or person engaged in this type of business prior to the official opening of this bid. And further, that the Manager, Secretary, or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of Supplies, Services, or Equipment bid on, or to influence any person to bid or not to bid thereon.

Name and Address of Bidder:

Signature:

Title:

Telephone:

Sworn to and subscribed before me this ____ day of _____, 20____ .

_____ Notary Public in and for the State of Texas

Awarded in Open Court this ____ day of _____, 20_____ .

Richard Duncan, Limestone County Judge

PLEASE NOTE CAREFULLY

THESE ARE THE ONLY APPROVED INSTRUCTIONS FOR USE ON YOUR INVITATION TO BID.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTION THERETO MUST BE IN WRITING.

1. EACH BID SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE COMPLETELY AND PROPERLY IDENTIFIED. Bids must be in the Limestone County Auditor's Office NO LATER than the hour and date specified. The date and time on the time clock in the County Auditor's Office is considered the OFFICIAL TIME.
2. LATE bids properly identified will be returned to the bidder UNOPENED. Late bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified - extend and show total. In case of errors in extension, UNIT price shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. BIDDER MUST RETURN ATTACHED AFFIDAVIT, SIGNED AND NOTARIZED WITH HIS/HER BID FOR IT TO BE CONSIDERED.
5. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval of Commissioners' Court based on a written acceptable reason.
6. The County is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN BID.
7. Any catalog, brand name or manufacturers reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.
8. Samples, when requested must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder, on request, at his expense. Each sample should be marked with bidder's name and address, and County bid number. DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.
9. DELIVERY: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. See 10 below.

10. If delay is foreseen, contractor shall give written notice to County Auditor. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
11. All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
12. Inquiries pertaining to bid invitations must give BID number, commodity and opening date.
13. NO substitutions or cancellations permitted without written approval of Commissioners' Court.
14. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of Limestone reserves the right to award by item or by total bid, prices should be itemized.
15. Delivery shall be made during normal working hours only, 8:00 a.m. - 5:00 p.m. unless otherwise noted in bid specifications.
16. Consistent and continued tie bidding could cause rejection of bids by County and/or investigation and anti-trust violations.
17. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
18. This is a quotation inquiry only and implies no obligation on the part of Limestone County.
19. Certificate of Liability Insurance must be submitted with bid.
20. The Conflict of Interest Questionnaire form must be submitted with bid. (see attached instructions)
21. The selected bidder will be required to file the required disclosures with the Texas Ethics Commission pursuant to HB 1295 before the bid is considered final. (see attached instructions)

FIRM _____ BY _____

ADDRESS _____ PHONE _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.