



ANDERSON COUNTY

INVITATION TO BID **FOR**

ASPHALT TREATED ROAD MATERIAL, BITUMINOUS COLD PATCH **MATERIAL AND ASPHALTIC CONCRETE HOT MIX &** **RECYCLED ASPHALT PRODUCT**

All bids must be received in the office of:

**STAN CHAMBERS, CPA
COUNTY AUDITOR
ANDERSON COUNTY COURTHOUSE ANNEX
703 N. MALLARD ST., STE. 110
PALESTINE, TX 75801**

On or before:

**10:00 A.M. WEDNESDAY
NOVEMBER 13, 2019**

BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE CONSIDERED FOR AWARD; BUT INSTEAD, WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS WHEN POSSIBLE.

BIDS SHOULD BE IN A SEALED ENVELOPE
CLEARLY MARKED WITH THE BID TITLE

Any questions or requests for additional information should be directed to:

**DENISE WALDING
ASSISTANT COUNTY AUDITOR
PHONE: (903) 723-7448
dwarding@co.anderson.tx.us**

Name of Company submitting bid _____

TERMS AND CONDITIONS

PLEASE READ CAREFULLY

1. Bids must be received in the County Auditor's Office, Anderson County Courthouse Annex, 703 N. Mallard St., Ste. 110, Palestine, Texas 75801 no later than 10:00 A.M. on Wednesday, November 13, 2019. Public opening of the bids will be held at that time.
2. Carefully read all portions of the bid package including the following:
 - I. Cover sheet
 - II. Terms and Conditions
 - III. Specifications for the item(s) being published for competitive bid
 - IV. Bid Response sheet(s)
 - V. Vendor Reference information sheet.
 - VI. Conflict of Interest Questionnaire
3. Fill out All forms properly and completely.
4. All bids **MUST** be signed on the Bid Response sheet where indicated by persons who are properly authorized representatives of the Vendor. Signatures must be handwritten and in ink.
5. Anderson County through its Commissioners Court reserves the right to **REJECT IN WHOLE OR IN PART ANY OR ALL BIDS**, waive minor technicalities, and award the bid which best serves the interest of the County.
6. All contracts in excess of \$50,000, from the same supplier, are solicited for competitive bids. **ONE COMPLETE ORIGINAL BID PACKAGE MUST BE SUBMITTED TO THE ANDERSON COUNTY AUDITOR'S OFFICE, ANDERSON COUNTY COURTHOUSE ANNEX, 703 N. MALLARD ST., STE. 110, PALESTINE, TEXAS 75801, BEFORE THE ABOVE DESCRIBED DATE. LATE BIDS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**
7. No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.
8. Neither Department Heads nor Elected Officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners Court Agenda and approved in open court.
9. Department Heads and other elected officials are **NOT** authorized to enter into any type of agreement or contract on behalf of Anderson County. Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally, Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or

contracts for goods or services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.

10. All prices submitted in a properly signed bid will constitute firm offers held open through time of award in Commissioners Court.

11. All bids meeting the requirements of this bid package will be considered for award.

12. Prices for all goods and services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive AND GUARANTEED FROM JANUARY 1, 2020 UNTIL DECEMBER 31, 2020. All prices must be written in ink or typewritten.

13. If Vendor contemplates any additional costs of any kind, other than those submitted, bidder MUST clearly indicate on the bid sheet(s) any such costs contemplated or forfeit the right to payment for the same.

14. Anderson County is exempt from all Federal Excise, State, and Local Taxes, therefore, tax must not be included in tendered bids.

15. All County purchases are subject to the County Purchasing Act (Texas Local Government Code # 262.021 et. seq..) unless specifically exempted therein. Other statutes may affect your rights and obligations. You are urged to consult with your attorney before entering into this or any contract.

16. Upon completion of each order, vendor shall send an itemized invoice to Anderson County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St., Suite 110, Palestine, Tx 75801. Neither signed receipt nor payments shall be construed as an acceptance of any ineffective work, improper material(s), or release for any claim for damage.

17. All payments must have prior approval from Commissioners Court before payments can be made.

18. Anderson County may cancel any contract awarded upon thirty (30) days written notice. Notice shall be sent by certified mail, returned receipt requested.

19. Any successful vendor may not assign, sell, or otherwise transfer this contract without prior written permission of the Anderson County Commissioners Court.

20. Any successful vendor shall not deliver products or services as part of this contract without first obtaining a purchase order number from the Anderson County Auditor's Office.

21. Any successful vendor shall not deliver products or services in excess of those authorized and under no circumstances will Anderson County be liable for products or services or costs which exceed the amounts specified in this bid package and the required purchase order(s).

22. Successful bidder will provide any and all notices as may be required under the Drug-Free Work Place Act of 1988. 28 CFR Part 67.100 Et.seq. Successful bidder also agrees to comply with any and all applicable provisions of the Americans With Disabilities Act.

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

24. Successful bidder shall warrant that all item(s) 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.

25. Vendors are responsible for including any product literature and / or product data sheets or samples AS MAY BE REQUIRED, IF ANY, on the actual specifications made a part of this bid package. If the actual specifications require supporting literature and / or data sheets or samples, then failure to provide same before the County Purchasing Agent prepares spreadsheet will disqualify the bid as incomplete and invalid for consideration. Be sure any such supporting literature and / or data sheets or samples address all areas as required on the actual specifications. A sample picture with a model number will not satisfy the literature requirement, if any, in the actual specifications.

26. Properly signed bids may be withdrawn any time prior to the official award of any contract. HOWEVER, A BID NOT WITHDRAWN PRIOR TO ITS CONSIDERATION BY THE COMMISSIONERS COURT IS CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN AFTER ACCEPTED BY AWARDING OF A CONTRACT IN COMMISSIONERS COURT. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners Court's considering same.

27. Each vendor by submitting a bid agrees that if its bid is accepted by the Commissioners Court, such vendor will furnish all items/services upon which prices have been tendered and upon the terms and conditions in this bid package.

28. The person signing on behalf of the vendor expressly affirms that he is duly authorized to tender this bid and to sign the bid sheets and contract under the terms and conditions in this bid package, and further understands that the signing of the contract shall be on no effect unless subsequently awarded in Commissioners Court.

29. Item(s) supplied under this contract shall be subject to Anderson County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification at no expense to the using entity. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the using entity for disposition.

30. In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will

be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Anderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will run to Anderson County and its customers.

31. The successful bidder shall defend, indemnify, and save harmless Anderson County and all its officers, agents, and employees who are participating in this contract from all suits, actions, or property on account of any negligent act or fault of the successful bidder, or any of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Anderson County.

32. 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.

33. A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following minimum requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able 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.

34. Anderson County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Judge of his intent to appear. In determining responsible bidder the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in bid award. If two or more bidders, able to conform to the specifications, submit the lowest and best bid, the Commissioners Court shall decide between such bidders by drawing lots in a manner prescribed by the County Judge.

35. At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Anderson County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Anderson County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirement within the time frame, set forth by the County.

36. Rejection of bids. If a bid is submitted in which there is failure to comply with the Specification requirements, such bid will not be considered and the contract awarded to the responsible bidder submitting the lowest and best bid conforming to the Specifications provided, however, the Commissioners Court shall in any event, have the authority to reject all bids or parts of bids when the interest of the County will be served thereby.

37. Anderson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Anderson County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful bidder can not deliver the ordered goods to meet County work schedules.

38. County funds for payment on any contract(s) awarded have been provided through Anderson County budget approved by County Commissioners for this fiscal year only. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Fiscal year for Anderson County extends from January 1st through December 31st. Furthermore, the Anderson County Commissioners Court, unconditionally reserves to itself the right to terminate this contract at the end of each budget period notwithstanding the actual anticipated term of the contract.

39. The County shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for one (1) additional year term. Contracts are extended upon mutual agreement of both Vendor and the County. The County of Anderson will not consider Contract extensions which include any increase in unit bid prices.

40. All delivery and freight charges are to be included.

Anderson County reserves the right to accept or reject all or any part of any bid and make award that best serves the interests of Anderson County.

SPECIFICATIONS

ASPHALT TREATED ROAD MATERIAL

PASSING 1/2 INCH SIEVE 100%

RETAINED ON THE # 10 SIEVE 15 TO 25 %

PASSING THE # 10, RETAINED ON THE #40 SIEVE 0 TO 25%

PASSING THE # 40, RETAINED ON THE #80 SIEVE 30 TO 70%

PASSING THE # 80, RETAINED ON THE #200 SIEVE 10 TO 30%

% DENSITY 80 TO 95

STABILITY A MINIMUM OF 20%

THE ASPHALTIC MATERIAL SHALL FORM NOT LESS THAN 3.5% OF THE MIXTURE BY WEIGHT.

BID FORM FOR ASPHALT TREATED ROAD MATERIAL

| DESCRIPTION OF ITEMS: | F.O.B. POINT | PRICE PER TON |
|-----------------------|--------------|---------------|
|-----------------------|--------------|---------------|

PLANT MIXED ASPHALT FOR
THE ANDERSON COUNTY ROAD
DEPARTMENT FOR THE PERIOD
FROM JANUARY 1, 2020
THROUGH DECEMBER 31, 2020.

| | | |
|--------------------------------|------------------|----------|
| PLANT MIXED ASPHALT - HOT SAND | PLANT | \$ _____ |
| (OIL DIRT) TYLE AC-3 OR MC-800 | PALESTINE, TEXAS | \$ _____ |
| ASPHALTIC MATERIAL | ELKHART, TEXAS | \$ _____ |
| | MONTALBA, TEXAS | \$ _____ |
| | FRANKSTON, TEXAS | \$ _____ |

DELIVERY COST PER TON/PER MILE

| | | |
|------------------------------|------------------|----------|
| PLANT MIXED ASPHALT-HOT SAND | PLANT | \$ _____ |
| TYPE AC-20 ASPHALT | PALESTINE, TEXAS | \$ _____ |
| | ELKHART, TEXAS | \$ _____ |
| | MONTALBA, TEXAS | \$ _____ |
| | FRANKSTON, TEXAS | \$ _____ |

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on this bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY BID.**

Company Name

Signature of Authorized Representative

Date

Name of Authorized Representative

Title

Address

Telephone

Address

Email Address

SPECIFICATIONS

BITUMINOUS COLD PATCH MATERIAL

GENERAL

These bituminous patching mixes are designed in various seasonal grades for use when the outside ambient temperature is in the range of -15°F (-26°C) to 100°F (38°C). Each grade shall be manufactured specifically to accommodate anticipated climatic conditions.

The bituminous patching mix shall consist of asphalt and aggregate within prescribed quantities to make a mixture which will provide satisfactory coating, workability and adhesion characteristics. The patching mixture will be available in grades to function as a patch during cold and damp or during hot weather in bituminous and concrete pavement. The asphalt blend and aggregate shall conform to the following requirements.

LIQUID ASPHALT

When prepared from a base stock of asphalt cement and blended, the blend shall meet the following requirements:

| | | |
|--|-------------|--|
| Kinematic Viscosity @ 140°F (60°C) | ASTM D 2170 | 350 to 4000 cSt (mm^2/s) |
| Flash Point, Tag Open Cup | ASTM D 1310 | 200°F (93°C) minimum |
| Percentage of Water | ASTM D 95 | Less than 0.2% |
| Distillation to 680°F (360°C) | ASTM D 402 | See Values Below |

| Temperature | Volume % Total Distillate | | Volume % Original Sample | |
|--|---------------------------|-----|--------------------------|----|
| | Minimum/Maximum | | Minimum/Maximum | |
| to 437°F (225°C) | 0 | 0 | 0 | 0 |
| to 500°F (260°C) | 0 | 0.5 | 0 | 0 |
| to 600°F (316°C) | 10 | 65 | 0 | 18 |
| Residue from distillation to 680°F (360°C)% Volume by Difference | | | 73 | 95 |

TESTS ON RESIDUE FROM DISTILLATION

| | | |
|--|-------------|--|
| Absolute viscosity @ 140°F (60°C) | ASTM D 2171 | 75 to 425 Poise ($10^{-1}\text{Pa} \times \text{s}$) |
| Penetration, Modified with Cone | ASTM D 5 * | 180 minimum |
| Ductility, 39°F (4°C), 1 cm/minute | ASTM D 113 | 100 minimum |
| Solubility in Trichlorethylene | ASTM D 2042 | 99.0% minimum |

* Make this test in accordance with ASTM Method D 5, except utilize a penetration cone in place of the standard penetration needle. The cone shall conform to the requirements given in ASTM D 217, except that the interior construction may be modified as one desires. The total moving weight of the cone and attachments must be 150 ± 0.1 gram. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and decant water from the top of the sample before transferring from the bath to the penetrometer.

AGGREGATE

The aggregate shall be crushed stone and shall meet the following requirements:

SIEVE ANALYSIS

ASTM C 136

| Sieve | #9 ASTM D 448 Percent Passing | COMBINATION #9 & #89 Percent Passing | #89 ASTM D 448 Percent Passing |
|------------------------------------|----------------------------------|---|-----------------------------------|
| 1/2" (12.5 mm) | - | 100 | 100 |
| 3/8" (9.5mm) | 100 | 90 – 100 | 90 – 100 |
| #4 (4.75 mm) | 85 – 100 | 55 – 85 | 20 – 55 |
| #8 (2.36 mm) | 10 – 40 | 5 – 40 | 5 – 30 |
| #16 (1.18 mm) | 0 – 10 | 0 – 10 | 0 – 10 |
| #50 (0.30 mm) | 0 – 5 | 0 – 5 | 0 – 5 |
| Soundness Loss (Sodium, 5 cycles) | ASTM C 88 | 12.0 maximum | |
| Los Angeles Abrasion Loss | ASTM C 131 | 45.0% maximum | |
| Specific Gravity | ASTM C 127 | 2.45-2.85 | |
| Absorption | & 128 | 3.0% maximum | |
| Minus 20 Sieve (0.075mm) Wash Loss | ASTM C 117 | 2.5% maximum | |

PREPARATION OF MIXTURE

The producer will provide a paved stockpile pad or an established material base of the same product as bid in the specifications. The pad or material base shall be solely committed to this product during the contract period.

The asphalt shall be heated to a temperature between 185° - 265°F (85° - 130° C).

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

| | |
|-----------|---------------|
| Asphalt | 5.0 to 6.5% |
| Aggregate | 95.0 to 93.5% |

The mixture may be prepared with no heat to the aggregate when determined as acceptable by laboratory testing.

Heat should be applied to the aggregate when determined as necessary by laboratory testing prior to production of the mixture.

Under any of the above conditions the minimum amount of heat necessary to obtain coating or facilitate the operation of the plant may be utilized not to exceed under any circumstances 175°F (80°C).

When producing in a batch plant, wet mix time in the put mill should be typically in the range of 30 to 45 seconds or until the aggregate is uniformly coated (greater than 95%) ASTM D 2489.

MIXTURE

The asphalt cold mix shall meet the following requirements:

| | | |
|--|-------------------------|-----------------------------|
| Coating | ASTM D 2489 | Greater than 95% |
| Stripping in distilled water ¹ | Visual | Less than 5% |
| Extraction of Bituminous Material | ASTM D2172 | 3.5 min. 9.0% max. |
| Sieve Analysis of Extracted Aggregate | ASTM C 136 | See Aggregate Specification |
| Minus 200 (0.075mm) of Extracted Aggregate | ASTM C 117 & ASTM C 136 | 4.0% Maximum ² |
| Shalf Life of 100 Tons or more | | One Year Minimum |

Note 1: Place approximately 100 grams in a 250 ml glass beaker and cover with distilled water for 24 hours before observation.

Note 2: This value shall not be confused wit the 2.5% maximum allowed for the Minus 200 (0.075mm) Wash Loss on the raw aggregate before the production of high-performance asphalt cold mix. That value is necessary to minimize the effect of the plant when producing the finished asphalt cold mix.

CONTRACT

Before being awarded a contract, a successful bidder will be required to furnish an affidavit that this product meets or exceeds the above specifications. The affidavit shall have attached, an analysis done by an independent testing laboratory, certifying that the material conforms to these specifications. If the successful bidder does not submit the affidavit of the lab analysis, they will not be awarded the contract. The material tested shall be obtained from a stockpile with a minimum 100 ton quantity.

PERFORMANCE GUARANTEE

The supplier of the material shall guarantee the performance of the patching mix to meet the following requirements.

- A. The material shall remain workable to accommodate climatic conditions, in an uncovered stockpile of 100 tons or more, if applicable, for a period of not less than 12 months. Smaller quantities must be reasonably covered.
- B. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of 12 months from the time of repair.

In the event the material furnished does not meet all of the above requirements, the supplier shall replace the unsatisfactory with acceptable material. The acceptable material shall be provided and delivered at no extra charge to the department.

BID FORM FOR BITUMINOUS COLD PATCH MATERIAL

1. Sealed bids will be received at this office until 10:00 A.M., November 13, 2019 which time they will be formally opened and inspected.

2. The Court reserves the right to reject any and all bids. Bids will be delivered or mailed to Stan Chambers, CPA, County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St.,

Ste.110, Palestine, Texas 75801.

F.O.B. POINT

PRICE PER TON

PLANT

PALESTINE, TX

ELKHART, TX

MONTALBA, TX

FRANKSTON, TX

| |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on this bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY BID.**

Company Name

Signature of Authorized Representative

Date

Name of Authorized Representative

Title

Address

Telephone

Address

Email Address

SPECIFICATIONS

ASPHALTIC CONCRETE, HOT MIX

IN ACCORDANCE WITH ITEM 340 OF THE TXDOT 1993 STANDARD SPECIFICATIONS
FOR THE CONSTRUCTION OF HIGHWAYS, STREETS & BRIDGES
TYPE C AND D, HM/HL, FINE SURFACE

BID FORM FOR ASPHALTIC CONCRETE HOT MIX

1. Sealed bids will be received at this office until 10:00 A.M., November 13, 2019 at which time they will be formally opened and inspected.
2. The Court reserves the right to reject any and all bids. Bids will be delivered or mailed to Stan Chambers, CPA, County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St., Ste.110, Palestine, Texas 75801.

F.O.B. POINT

PRICE PER TON

PLANT

PALESTINE, TX

ELKHART, TX

MONTALBA, TX

FRANKSTON, TX

| |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on this bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY BID.**

Company Name

Signature of Authorized Representative

Date

Name of Authorized Representative

Title

Address

Telephone

Address

Email Address

SPECIFICATIONS

RECYCLED ASPHALT PRODUCT

Must be fractionated.

BID FORM FOR RECYCLED ASPHALT PRODUCT

1. Sealed bids will be received at this office until 10:00 A.M., November 13, 2019 at which time they will be formally opened and inspected.
2. The Court reserves the right to reject any and all bids. Bids will be delivered or mailed to Stan Chambers, CPA, County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St., Ste.110, Palestine, Texas 75801.

F.O.B. POINT

PRICE PER TON

PLANT

PALESTINE, TX

ELKHART, TX

MONTALBA, TX

FRANKSTON, TX

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on this bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY BID.**

Company Name

Signature of Authorized Representative

Date

Name of Authorized Representative

Title

Address

Telephone

Address

Email Address

BID FORM FOR HIGH PERFORMANCE COLD MIX ASPHALT PATCH MATERIAL

1. Sealed bids will be received at this office until 10:00 A.M., November 13, 2019 at which time they will be formally opened and inspected.
2. The Court reserves the right to reject any and all bids. Bids will be delivered or mailed to Stan Chambers, CPA, County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St., Ste.110, Palestine, Texas 75801.

F.O.B. POINT

PRICE

PLANT

PALESTINE, TX

ELKHART, TX

MONTALBA, TX

FRANKSTON, TX

| |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on this bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. FAILURE TO SIGN WILL DISQUALIFY BID.

Company Name

Signature of Authorized Representative

Date

Name of Authorized Representative

Title

Address

Telephone

Address

Email Address

INSURANCE REQUIREMENTS

Insurance.

PRIOR TO STARTING THE CONTRACT WORK the contractor shall procure and maintain in force general liability, automobile liability and worker's compensation insurance for the duration of the work.

- a. Commercial General Liability insurance at minimum combined limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.
- b. Workers Compensation insurance at statutory limits, including employers liability coverage a minimum limits of \$1,000,00.00 each occurrence each accident / \$1,000,000 by disease each occurrence/\$1,000,000 by disease aggregate.
- c. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- d. Any subcontractor(s) hired by the contractor shall maintain insurance coverage equal to that required of contractor. It is the responsibility of the contractor to assure compliance with this provision. Anderson County accepts no responsibility arising from the conduct of the subcontractor.

Davis-Bacon Act:

If this work has federal funding, work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (20CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

• The Contractor and every Subcontractor must then pay the greater of the State Prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the county. <http://www.gpo.gov/davisbacon/wa.html>

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

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.

| 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. | | <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.3; pointer-events: none;"> Must file online at www.ethics.state.tx.us/File </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">4 Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%; padding: 5px;">Controlling</th> <th style="width: 20%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> </tbody> </table> | | | | 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | | Controlling | Intermediary | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Controlling | Intermediary | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 5 Check only if there is no Interested Party. <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. <div style="text-align: center; font-size: 0.8em;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: center; font-size: 0.8em;"> (month) (year) </div> <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

ATTACHMENT: Vendor Certification Statement

The undersigned hereby certifies that the RFP has been read and understood. In submitting its response, _____ (*company name*) represents to Anderson County (hereafter County) that:

1. It is capable of providing the services as described in the RFP;
2. The pricing being offered by the Vendor for the services are true and correct;
3. Agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. As of the date of signature below, it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
5. Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
6. Under Section 2155.004 and 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this certification is not ineligible to receive a resulting contract and acknowledges that such contract may be terminated and payment withheld if this certification is inaccurate;
7. Has not given, offered to give, nor intends to give at anytime 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;
8. Under Section 2155.004(a), Texas Government Code, the Vendor has not received compensation for participation in the preparation of specifications for this solicitation; and
9. Neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

Signature of Officer or Agent empowered to contractually bind the Vendor

Print Name

Title / Position

Date

CONTRACT

STATE OF TEXAS

COUNTY OF ANDERSON

WHEREAS, The above attached bid package including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Anderson County Commissioners Court as the governing body of Anderson County did on _____, 20____ award to _____, Vendor, for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

WHEREAS, Texas law requires the Commissioners Court for all County purchases in excess of \$50,000.00 from the same supplier;

THEREFORE, know all men by these presents, that this contract is entered into by Anderson County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

WITNESSETH:

THAT IN ACCORDANCE with the above-attached bid package in ever particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials, and supplies services covered by any claims (1) conform to the attached specifications, (2) that the equipment, materials and supplies services were delivered in good condition, (3) that services contracted for by the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Anderson County, Texas.

Severability

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract and the Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been included in the contract.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or samples, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Contract.

Amendment

No amendment, modification or alteration of the terms of the Contract shall be binding unless same is in writing, dated subsequent to the date of this Contract and duly executed by authorized representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Palestine, Texas, effective as of the date awarded above, if any.

VENDOR

ANDERSON COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this Contract is not valid unless awarded in Commissioners Court.****

