

HUNT COUNTY  
 BID AWARD

MAR 27 2018

FORMAL BID #167-18, ROAD OIL and SEAL COAT EMULSIONS  
 Effective 4/23/18 through 4/22/19

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 By: *Jennifer Lindenzweig*

VENDOR	Bryan & Bryan Asphalt Road Oil, LTD	Bryan & Bryan Asphalt Road Oil, LTD	Ergon Asphalt & Emulsions, Inc.	Ergon Asphalt & Emulsions, Inc.	P2 Emulsion Plants, LLC	P2 Emulsion Plants, LLC
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts
Road Oil	\$575.00	\$565.00	No Bid	No Bid	No Bid	No Bid
Pick-up Point		Trinity Asphalt, Ltd. 8612 FM 2276 North Henderson				
Proof of Insurance	Yes		Yes			
VENDOR	Bryan & Bryan Asphalt Road Oil, LTD	Bryan & Bryan Asphalt Road Oil, LTD	Ergon Asphalt & Emulsions, Inc.	Ergon Asphalt & Emulsions, Inc.	P2 Emulsion Plants, LLC	P2 Emulsion Plants, LLC
PRODUCT	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up
CRS-1P, Pct 1	No Bid	No Bid	\$2.6528	\$2.45	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-1P, Pct 2	No Bid	No Bid	\$2.6528	\$2.45	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-1P, Pct 3	No Bid	No Bid	\$2.6528	\$2.45	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-1P, Pct 4	No Bid	No Bid	\$2.6528	\$2.45	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
Pick Up Point			4648 Western Way, Temple TX 76504		516 S. McLennan, Elm Mott, TX 76640	
CRS-2P, Pct. 1	No Bid	No Bid	\$2.2352	\$2.10	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-2P, Pct. 2	No Bid	No Bid	\$2.2352	\$2.10	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-2P, Pct. 3	No Bid	No Bid	\$2.2352	\$2.10	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-2P, Pct. 4	No Bid	No Bid	\$2.2352	\$2.10	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)

#15,031

**HUNT COUNTY  
 BID AWARD  
 FORMAL BID #167-18, ROAD OIL and SEAL COAT EMULSIONS  
 Effective 4/23/18 through 4/22/19**

<b>VENDOR</b>	<b>Bryan &amp; Bryan Asphalt Road Oil, LTD</b>	<b>Bryan &amp; Bryan Asphalt Road Oil, LTD</b>	<b>Ergon Asphalt &amp; Emulsions, Inc.</b>	<b>Ergon Asphalt &amp; Emulsions, Inc.</b>	<b>P2 Emulsion Plants, LLC</b>	<b>P2 Emulsion Plants, LLC</b>
<b>PRODUCT</b>	<b>PRICE per Ton Delivered to all Precincts</b>	<b>PRICE per Ton Picked Up for all Precincts</b>	<b>PRICE per Ton Delivered to all Precincts</b>	<b>PRICE per Ton Picked Up for all Precincts</b>	<b>PRICE per Ton Delivered to all Precincts</b>	<b>PRICE per Ton Picked Up for all Precincts</b>
CRS-2/2H, Pct. 1	No Bid	No Bid	\$1.9852	\$1.85	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-2/2H, Pct. 2	No Bid	No Bid	\$1.9852	\$1.85	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-2/2H, Pct. 3	No Bid	No Bid	\$1.9852	\$1.85	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CRS-2/2H, Pct. 4	No Bid	No Bid	\$1.9852	\$1.85	\$2.99 (CWE-2 equivalent & superior)	\$2.74 (CWE-2 equivalent & superior)
CSS-1, Pct. 1	No Bid	No Bid	\$2.5936	\$1.85	\$2.69 (P2 Stabilizer - superior)	\$2.57 (P2 Stabilizer - superior)
CSS-1, Pct. 2	No Bid	No Bid	\$2.5936	\$1.85	\$2.69 (P2 Stabilizer - superior)	\$2.57 (P2 Stabilizer - superior)
CSS-1, Pct. 3	No Bid	No Bid	\$2.5936	\$1.85	\$2.69 (P2 Stabilizer - superior)	\$2.57 (P2 Stabilizer - superior)
CSS-1, Pct. 4	No Bid	No Bid	\$2.5936	\$1.85	\$2.69 (P2 Stabilizer - superior)	\$2.57 (P2 Stabilizer - superior)
AE-P, Pct. 1	No Bid	No Bid	\$2.6430	\$2.50	\$1.45 (Lucky 7 Primer - equivalent)	\$1.20 (Lucky 7 Primer - equivalent)
AE-P, Pct. 2	No Bid	No Bid	\$2.6430	\$2.50	\$1.45 (Lucky 7 Primer - equivalent)	\$1.20 (Lucky 7 Primer - equivalent)
AE-P, Pct. 3	No Bid	No Bid	\$2.6430	\$2.50	\$1.45 (Lucky 7 Primer - equivalent)	\$1.20 (Lucky 7 Primer - equivalent)
AE-P, Pct. 4	No Bid	No Bid	\$2.6430	\$2.50	\$1.45 (Lucky 7 Primer - equivalent)	\$1.20 (Lucky 7 Primer - equivalent)
Pick Up Point			600 Minton Road, Saginaw, TX 76179		516 S. McLennan, Elm Mott, TX 76640	
Envirotac II,Pct.1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Envirotac II,Pct.2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Envirotac II,Pct.3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Envirotac II,Pct.4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pick Up Point						

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Ergon - Offers CSS-1H for delivery to all precincts \$1.9852, F.O.B. (pickup) \$1.85

Ergon- Adds Federal Env Fee \$0.49770/ton for asphalt & polymers \$0.00150 gallon for emulsions loads

Ergon - Demurrage rate is \$80.00 per hour after 2 hours. Pump & Hose chg \$ 90.00 per load

Ergon - Freight is based on full transport load, even if full load of material is not ordered. Full Transport Loads of 5,500 gallons

Ergon- Return freight is one-half of the outgoing tariff

Ergon - For All Other Materials the pickup point is: 209 Robert Nance Road, Mount Pleasant, TX 75455

P2 Emulsion Plants, LLC - Partial Loads add .25 per gallon

P2 Emulsion Plants, LLC - Demurrage rate is \$80.00 per hour after 2 hours

P2 Emulsion Plants, LLC - Sole-Source Affidavit for the following items: The Stabilizer, Rejuvenator, ROC, CWE-2, CWP and all P2 Road Primes

**The Purchasing Department recommends award of this bid to all bidders in accordance with Local Government Code §262.027(e)**

# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



#15,031  
FILED FOR RECORD  
at 12:10 o'clock P M

PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

MAR 27 2018  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *[Signature]*

## Invitation To Bid

### Formal Bid #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time March 8, 2018.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

#### READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

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 Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

11612 RM 2244

Company Name: ERGON ASPHALT & EMULSIONS, INC. Address: BUILDING 1, SUITE 250

Contact Name: TIM MacDONALD City, State, Zip: AUSTIN, TEXAS 78738

Telephone Number: (512) 469-9292 FAX Number: (512) 469-0391

By: *[Signature]*

By: TIM MacDONALD

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1.     **Cover Sheet**  
Your company name, address, and your signature (IN INK) should appear on this page.
- 2.     **Table of Contents**  
This page is the Table of Contents.
- 3.     **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
- Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- Implementation of House Bill 89 – No Boycott Israel**  
Organization Name – House Bill 89 Verification Form
- 4.     **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 5.     **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 6.     **General Requirements**  
You should be familiar with all of the General Requirements.
- 7.     **Attachments**
  - a.     **Residence Certification**  
Be sure to complete this form and return with packet.
  - b.     **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  - c.     **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - d.     **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - e.     **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All Road Oil, Emulsion & Soil Stabilizer will be ordered by the County Barns listed below:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

Orders will be made by telephone by the various county precincts and a purchase order will not be required. Samples may be required for trial and approval by using department. Testing may be preformed at the request of Hunt County anytime during the length of the contract through an independent testing laboratory. Samples being tested shall be furnished free of charge to Hunt County. If the results do not meet specifications, the cost of the test will be absorbed by the successful bidder. If the result of the test meets specification, the cost will be borne by Hunt County.

The sizes of orders will vary. Hunt County will require prompt delivery on all sizes of orders. There may be instances where same day service is required, but only by special request. Vendors will be expected to cooperate if at all possible.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**4. ESTIMATES OF USE**

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

**5. FUEL SURCHARGES**

**Hunt County will not accept any fuel surcharge cost added to invoices.**

**6. Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

**7. Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **8. Organization Name – House Bill 89 Verification:**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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



## SPECIFICATIONS

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for the Road Oil (cracked fuel oil), Emulsion for Seal Coat and Soil Stabilizer for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 23, 2018 through April 22, 2019. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

The selected vendor shall abide by Federal, State and Local laws, regulations and ordinances concerning the sales, transportation and delivery of road oils, emulsions & soil stabilizer to the County facilities. The selected vendor shall also ensure all subcontractors and delivery agents employed by the primary contractor shall abide by the same laws and regulations.

Any inquiries related to this ITB should be addressed in writing and faxed to the attention of Cheryl Lowry, Purchasing Agent at 903-408-4242 prior to 2:00 p.m., March 1, 2018.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 3:30 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

The contractor shall be held responsible for all spillage which may occur during transit and unloading operations. They shall immediately report spillage and cleanup. Failure to do so shall initiate corrective action and back charge to the contractor of any incurred costs.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

## **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

## **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE AND DELIVERY FORM**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**ROAD OIL**

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:  
Minimum 73%                      Maximum 80%  
Paraffin content                      0.0  
Flash Point, C.O.C.                      Minimum 250 Degrees F  
Kinematic Viscosity                      Maximum 550 cst. at 140 F  
Loss at 212F, 20g 5 hrs.                      Maximum 2%  
Water and Sediments                      Maximum 0%  
Delivery Temperature                      Minimum 220F, Maximum 250F

Estimated annual use: 900 tons.

Firm Fixed Price per Ton Delivered to Precinct 1: \$ NO BID per ton

Firm Fixed Price per Ton Delivered to Precinct 2: \$ NO BID per ton

Firm Fixed Price per Ton Delivered to Precinct 3: \$ NO BID per ton

Firm Fixed Price per Ton Delivered to Precinct 4: \$ NO BID per ton

Firm Fixed Price per Ton Picked-up: \$ NO BID per ton

State your pick up point: \_\_\_\_\_

If partial loads of Road Oil are requested, please acknowledge how the additional units will be priced per unit: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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## PRICE AND DELIVERY FORM

### FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT

#### EMULSIONS FOR SEAL COAT

**CRS-1P** (Estimated annual use: 0 gal)

F.O.B. Plant	\$ 2.45	Gal
Pct 1 Delivered	\$ 2.6528	Gal
Pct 2 Delivered	\$ 2.6528	Gal
Pct 3 Delivered	\$ 2.6528	Gal
Pct 4 Delivered	\$ 2.6528	Gal

**CRS-2P:** (Estimated annual use: 15,000 gal)

F.O.B. Plant	\$ 2.10	Gal
Pct 1 Delivered	\$ 2.2352	Gal
Pct 2 Delivered	\$ 2.2352	Gal
Pct 3 Delivered	\$ 2.2352	Gal
Pct 4 Delivered	\$ 2.2352	Gal

**CRS-2/2H:** (Estimated annual use: 8,000 gal)

F.O.B. Plant	\$ 1.85	Gal
Pct 1 Delivered	\$ 1.9852	Gal
Pct 2 Delivered	\$ 1.9852	Gal
Pct 3 Delivered	\$ 1.9852	Gal
Pct 4 Delivered	\$ 1.9852	Gal

**CSS-1:** (Estimated annual use: 1,000 gal)

F.O.B. Plant	\$ 1.85	Gal
Pct 1 Delivered	\$ 2.5936	Gal
Pct 2 Delivered	\$ 2.5936	Gal
Pct 3 Delivered	\$ 2.5936	Gal
Pct 4 Delivered	\$ 2.5936	Gal

**AE-P:** (Estimated annual use: N/A)

F.O.B. Plant	\$ 2.50	Gal
Pct 1 Delivered	\$ 2.6430	Gal
Pct 2 Delivered	\$ 2.6430	Gal
Pct 3 Delivered	\$ 2.6430	Gal
Pct 4 Delivered	\$ 2.6430	Gal

OFFER CSS-1H	F.O.B. Plant	\$ 1.85	Gal
	Pct 1 Delivered	\$ 1.9852	Gal
	Pct 2 Delivered	\$ 1.9852	Gal

RFB #167-18, Road Oil & Emulsion Contract for Hunt County

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Federal Environmental Fee will be added to above prices at rate of \$ .49770/ton for asphalt & polymer loads or \$ .00150/gal for emulsion loads.	Pct 3 Delivered	\$ 1.9852	Gal
	Pct 4 Delivered	\$ 1.9852	Gal

**Product:** CSS-1H

**Description:** A cationic, water-based asphalt emulsion product used primarily for tack coat and fog seal

**Properties:**

Boiling Point	212°F
% Volatiles	None
Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Solubility	Dispersable in Water
Odor	Petroleum Odor

**Specification:** AASHTO M208, TxDOT Std Specification Item 300

Property	Test Procedure (AASHTO)	Specification	
		(min)	(max)
Viscosity, Saybolt-Furol, 77°F	T72	20	100
Sieve Test, %	T59		0.1
Storage Stability, 1 day, %	T59		1
Distillation Test	Residue by distillation, % by weight	60	
	Oil Distillate, % by volume of emulsion		0.5
Tests on Residue from Distillation	Penetration, 77°F, 100g, 5 sec	70	110
	Ductility, 77°F, 5 cm/min, cm	80	
	Solubility in Trichloroethylene, %	97.5	

**Handling**

- Protect Emulsion from freezing
- Avoid overheating
- Avoid excessive pumping with high shear pumps

**Storage & Application**

Storage Temperature (°F)	50 - 140
Application Temperature (°F)	50 - 130

For partial loads, add \*\*see below per gallon

Demurrage rate: \$80.00 per hour after TWO (2) hours

FOR CRS-1P: 4648 WESTERN WAY, TEMPLE, TEXAS 76504

State your pick up point: FOR AE-P: 600 MINTON ROAD, SAGINAW, TEXAS 76179

ALL OTHERS: 209 ROBERT NANCE ROAD, MOUNT PLEASANT, TEXAS 75455

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

PUMP AND HOSE CHARGE: \$90.00 PER LOAD

RETURN FREIGHT: ONE-HALF OF THE OUTGOING TARIFF

**COMMENTS or EXCEPTIONS**

\*\* THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED.

Payment Terms: NET 30 DAYS

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

X YES

       NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

ERGON ASPHALT & EMULSIONS, INC.

Company Name

11612 RM 2244

BUILDING 1, SUITE 250

Address

AUSTIN, TEXAS 78738

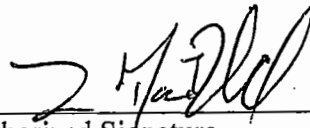
City, State, Zip

(512) 469-9292

Phone

(512) 469-0391

Fax



Authorized Signature

TIM MacDONALD

Name (Printed or Typed)

VICE PRESIDENT

Title

MARCH 6, 2018

Date

karen.sellers@ergon.com

E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt 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 Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The completed Organization Name House Bill 89 Verification Form, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. **Late bids will not be accepted.**

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
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**CONTRACT OBLIGATION**

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made **ONLY** by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**DRUG FREE WORK PLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.



**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
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**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

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

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
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**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT  
EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION**

**STATUTORY**

**COVERAGE A (See attachment "F")**

**EMPLOYERS LIABILITY**

**COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

## WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

# 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.

TIM MacDONALD / ERGON ASPHALT & EMULSIONS, INC.

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.) N/A

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

N/A

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.

N/A

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?

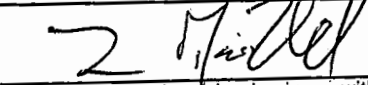
Yes

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.

N/A

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). N/A

7   
Signature of vendor doing business with the governmental entity  
TIM MacDONALD

03/06/2018

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

1 of 1

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  
CERTIFICATION OF FILING**

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

Ergon Asphalt & Emulsions, Inc.  
Austin, TX United States

Certificate Number:  
2018-322200

Date Filed:  
03/06/2018

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

Hunt County

Date Acknowledged:

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.

RFB #167-18  
Road Oil (Cracked Fuel Oil) & Seal Coat Emulsions, Soil Stabilizer (12) Month 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.

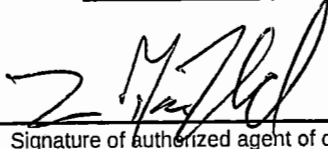
6 UNSWORN DECLARATION

My name is TIM MacDONALD, and my date of birth is 02/16/1965.

My address is 11612 RM 2244, BUILDING 1, SUITE 250 AUSTIN TX 78738 USA  
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 6th day of MARCH, 2018.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

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

Ergon Asphalt & Emulsions, Inc.  
 Austin, TX United States

Certificate Number:  
 2018-322200

Date Filed:  
 03/06/2018

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

Hunt County

Date Acknowledged:  
 03/27/2018

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.

RFB #167-18  
 Road Oil (Cracked Fuel Oil) & Seal Coat Emulsions, Soil Stabilizer (12) Month 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 is \_\_\_\_\_ (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)



HUNT COUNTY  
\* TEXAS \*

### Organization Name House Bill 89 Verification

I, Tim MacDonald, the undersigned  
representative of Ergon Asphalt & Emulsions, Inc.,

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

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

March 6, 2018  
DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 6th day of March, 2018, personally appeared  
Tim MacDonald, the above-named person, who after  
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



  
NOTARY SIGNATURE

March 6, 2018  
Date



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2018

DATE (MM/DD/YYYY)

4/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>LOCKTON COMPANIES</b> 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: National Fire and Marine Insurance Co		20079
INSURER C: Agri General Insurance Company		42757
INSURER D:		
INSURER E:		
INSURER F:		

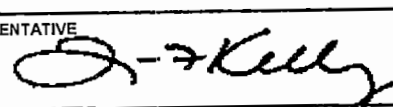
INSURED  
1407257 Ergon Asphalt & Emulsions, Inc.  
2829 Lakeland Drive  
Flowood MS 39232

COVERAGES CERTIFICATE NUMBER: 14023588 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSLG27866001	4/30/2017	4/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISAH09055496 ISAH09055502	4/30/2017 4/30/2017	4/30/2018 4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	42-UMO-302493-02	4/30/2017	4/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC49114539 (AOS) WLRC64409530 (TN)	4/30/2017 4/30/2017	4/30/2018 4/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Regarding Bid #101-13 County of Hunt is included as an Additional Insured in regards to General Liability only where required by written contract.

<b>CERTIFICATE HOLDER</b> <b>14023588</b> County of Hunt Purchasing Department 2507 Lee Street Room 200 Greenville TX 75401	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

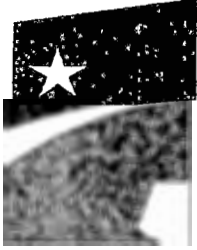
## Named Insured Schedule

Ergon, Inc.  
Ergon - West Virginia, Inc.  
Ergon Refining, Inc.  
Ergon BioFuels, LLC  
Ergon BioSciences, Inc.  
Ergon Asphalt & Emulsions, Inc.  
Crafco, Inc.  
Paragon Technical Services, Inc.  
Paving Maintenance Supply, Inc.  
Telfer Pavement Technologies, LLC  
Ergon Terminaling, Inc.  
Ergon Oil Purchasing, Inc.  
Ergon - Baton Rouge, Inc.  
Ergon - Ironton, LLC  
Ergon - Knoxville, Inc.  
Ergon - St. James, Inc.  
Ergon - Texas Pipeline, Inc.  
Ergon Acquisition Corp.  
Ergon Foundation, Inc.  
Ergon Securities, Inc.  
Big Valley, LLC  
Ergon Properties, Inc.  
ISO Panels, Inc.  
Magnolia Marine Transport Company  
Ergon Marine & Industrial Supply, Inc.  
Ergon Trucking, Inc.  
Diversified Technology, Inc.  
LLWR, LLC  
M & L Properties, LLC  
Mirror Lake Building, LLC  
Mirror Lake Land Company  
Pearl Street Parking LLC  
PruGON Properties LLC  
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.  
Ergon - Latin America, LLC

Ergon - Asia, Inc.  
Ergon Asia (Hong Kong) Limited  
Ergon Mexico S de R.L. de C.V.  
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)  
Bay Harbour Development, LLC  
Grand Harbour Development, LLC  
Specialty Process Fabricators, Inc.  
Ergon Energy Associates, LLC  
Ergon Energy Partners, LP  
Flowood Oil, LLC  
Ergon Exploration, Inc.  
Ergon Production, Inc.  
MSLATX Pipeline Company  
Kearney Park Farms, Inc.  
Lampton-Love, Inc.  
Lacox Propane Gas Company  
Blossman L. P. Gas Service, Inc.  
Harrell Gas, Inc.  
Lacox, Inc.  
Lampton-Love Gas Company  
Lampton-Love of Magee, Inc.  
Lampton-Love of Pelahatchie, Inc.  
Liquefied Petroleum Gas Management, Inc.  
Allgas, Inc.  
Allgas, Inc., of Montgomery  
Allgas, Inc., of TN  
Magnolia Gas, Inc.  
Natchez Butane, Inc.  
Petroleum Distributor of Jackson, Inc.  
Progas Inc.  
Southern Propane, Inc.  
Starkville L.P. Gas, Inc.  
Process Oils, Inc.  
Chemical Marketing Associates DBA Process Oils, Inc.  
Telfer Geosynthetics  
Telfer Highway Technologies, LLC  
Telfer Oil Company  
Continental Western Transportation Co., Inc.



Ergon-Frazier Development I, LLC  
Bunge-Ergon Renewable Energy, LLC  
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)  
Ergon Asphalt Products, Inc.  
Lampton-Love Trucking, Inc.  
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)  
Pearl Street Properties, Inc. (Dissolved 08/11/2010)  
Solquim, C.A. (Sold March 2007)  
Flowood Properties LLC (Dissolved 01/23/2007)  
Georgia Emulsions, LLC (dissolved 10/21/2010)  
Bunge-Ergon Vicksburg, LLC  
Ergon Ethanol, Inc.  
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor  
Ergon Asphalt Holding, LLC  
Telfer Pavement Technologies (Southeast), LLC  
Ergon Moda St. James, LLC  
Ergon Oil (Singapore) Pte. Ltd  
Ergon Oil (Indonesia)  
Ergon Construction Group, Inc.  
Ergon Construction Group, Inc. dba Alliant Construction  
Ergon Construction Group, Inc. dba Ergon Maintenance Services  
Bryan & Bryan Asphalt, LLC  
TABB Management Services, LLC  
Trinity Asphalt, Ltd.  
BMR Transport, Inc.  
Ergon Construction Group, Inc. dba ISO Panels, Inc.  
Bryan & Bryan Trucking, LLC



HUNT COUNTY  
\* TEXAS \*

**Organization Name  
HUNT COUNTY  
PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, CHERYL LOWERY, the Purchasing Representative for Hunt County, Greenville, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

ERGON ASPHALT & EMULSIONS INC  
Company Name

167-18  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Cheryl Lowery  
Purchasing Representative

3-27-18  
Date

KC

# County of Hunt

STATE OF TEXAS

#15,031

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



FILED FOR RECORD  
at 12:10 o'clock P M

PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

MAR 27 2018

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *[Signature]*

## Invitation To Bid

### Formal Bid #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time March 8, 2018.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

#### READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

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 Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: P<sup>2</sup> Emulsion Plants, L.L.C.

Address: 516 S. MeLennan Loop

Contact Name: Rick McGinnis

City, State, Zip: Elm Mott, Tx 76640

Telephone Number: (817) 307-6411

FAX Number: (254) 829-0337

By: *[Signature]*

By: Rick McGinnis

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
- Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- Implementation of House Bill 89 – No Boycott Israel**  
Organization Name – House Bill 89 Verification Form
- 4. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 5. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 6. **General Requirements**  
You should be familiar with all of the General Requirements.
- 7. **Attachments**
  - a. **Residence Certification**  
Be sure to complete this form and return with packet.
  - b. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  - c. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - d. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - e. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.

## SPECIAL REQUIREMENTS/INSTRUCTIONS

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**1. PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**2. ESCALATION CLAUSE**

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

**3. DESCRIPTION**

All Road Oil, Emulsion & Soil Stabilizer will be ordered by the County Barns listed below:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

Orders will be made by telephone by the various county precincts and a purchase order will not be required. Samples may be required for trial and approval by using department. Testing may be performed at the request of Hunt County anytime during the length of the contract through an independent testing laboratory. Samples being tested shall be furnished free of charge to Hunt County. If the results do not meet specifications, the cost of the test will be absorbed by the successful bidder. If the result of the test meets specification, the cost will be borne by Hunt County.

The sizes of orders will vary. Hunt County will require prompt delivery on all sizes of orders. There may be instances where same day service is required, but only by special request. Vendors will be expected to cooperate if at all possible.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **4. ESTIMATES OF USE**

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

#### **5. FUEL SURCHARGES**

**Hunt County will not accept any fuel surcharge cost added to invoices.**

#### **6. Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

#### **7. Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **8. Organization Name – House Bill 89 Verification:**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

## SPECIFICATIONS

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for the Road Oil (cracked fuel oil), Emulsion for Seal Coat and Soil Stabilizer for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 23, 2018 through April 22, 2019. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

The selected vendor shall abide by Federal, State and Local laws, regulations and ordinances concerning the sales, transportation and delivery of road oils, emulsions & soil stabilizer to the County facilities. The selected vendor shall also ensure all subcontractors and delivery agents employed by the primary contractor shall abide by the same laws and regulations.

Any inquiries related to this ITB should be addressed in writing and faxed to the attention of Cheryl Lowry, Purchasing Agent at 903-408-4242 prior to 2:00 p.m., March 1, 2018.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 3:30 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

The contractor shall be held responsible for all spillage which may occur during transit and unloading operations. They shall immediately report spillage and cleanup. Failure to do so shall initiate corrective action and back charge to the contractor of any incurred costs.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history



## **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

## **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE AND DELIVERY FORM**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**ROAD OIL**

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:	
Minimum 73%	Maximum 80%
Paraffin content	0.0
Flash Point, C.O.C.	Minimum 250 Degrees F
Kinematic Viscosity	Maximum 550 cst. at 140 F
Loss at 212F, 20g 5 hrs.	Maximum 2%
Water and Sediments	Maximum 0%
Delivery Temperature	Minimum 220F, Maximum 250F

Estimated annual use: 900 tons.

Firm Fixed Price per Ton Delivered to Precinct 1: \$ \_\_\_\_\_ per ton

Firm Fixed Price per Ton Delivered to Precinct 2: \$ \_\_\_\_\_ per ton

Firm Fixed Price per Ton Delivered to Precinct 3: \$ N/A per ton

Firm Fixed Price per Ton Delivered to Precinct 4: \$ \_\_\_\_\_ per ton

Firm Fixed Price per Ton Picked-up: \$ \_\_\_\_\_ per ton

State your pick up point: \_\_\_\_\_

If partial loads of Road Oil are requested, please acknowledge how the additional units will be priced per unit: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT  
EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**EMULSIONS FOR SEAL COAT**

**CRS-1P** (Estimated annual use: 0 gal)

*CWE-2 (Equivalent + Superior)*

F.O.B. Plant	\$ 2.74	Gal
Pct 1 Delivered	\$ 2.99	Gal
Pct 2 Delivered	\$ 2.99	Gal
Pct 3 Delivered	\$ 2.99	Gal
Pct 4 Delivered	\$ 2.99	Gal

**CRS-2P:** (Estimated annual use: 15,000 gal)

*CWE-2 (Equivalent + Superior)*

F.O.B. Plant	\$ 2.74	Gal
Pct 1 Delivered	\$ 2.99	Gal
Pct 2 Delivered	\$ 2.99	Gal
Pct 3 Delivered	\$ 2.99	Gal
Pct 4 Delivered	\$ 2.99	Gal

**CRS-2/2H:** (Estimated annual use: 8,000 gal)

*CWE-2 (Equivalent + Superior)*

F.O.B. Plant	\$ 2.74	Gal
Pct 1 Delivered	\$ 2.99	Gal
Pct 2 Delivered	\$ 2.99	Gal
Pct 3 Delivered	\$ 2.99	Gal
Pct 4 Delivered	\$ 2.99	Gal

**CSS-1:** (Estimated annual use: 1,000 gal)

*P<sup>2</sup> stabilizer (Superior)*

F.O.B. Plant	\$ 2.57	Gal
Pct 1 Delivered	\$ 2.69	Gal
Pct 2 Delivered	\$ 2.69	Gal
Pct 3 Delivered	\$ 2.69	Gal
Pct 4 Delivered	\$ 2.69	Gal

**AE-P:** (Estimated annual use: N/A)

*Lucky 7 Primer (Equivalent)*

F.O.B. Plant	\$ 1.20	Gal
Pct 1 Delivered	\$ 1.45	Gal
Pct 2 Delivered	\$ 1.45	Gal
Pct 3 Delivered	\$ 1.45	Gal
Pct 4 Delivered	\$ 1.45	Gal

For partial loads, add .25 per gallon

Demurrage rate: 80<sup>00</sup> per hour after 2 hours

State your pick up point: 516 S. McLennan Elm Mott Tx 76640

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

- \* Attached a Sole - Source Purchase Affidavit
- \* Attached the 1295 Form required by state
- \* Awarded Tarrant County Co-op Bid (members only)

**COMMENTS or EXCEPTIONS**

Payment Terms: Net 30 Days

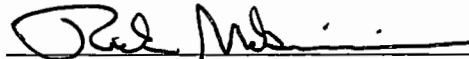
**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

**YES**                       **NO**

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

P2 Emulsion Plants, L.L.C  
Company Name

  
Authorized Signature

516 S. McLennan Loop  
Address

Rick McGinnis  
Name (Printed or Typed)

Elm Mott, Texas 76640  
City, State, Zip

Sales, Rep  
Title

(817) 307-6411  
Phone

2/27/2018  
Date

(254) 829-0337  
Fax

p2emulsions@sbcglobal.net  
E-Mail

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt 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 Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The completed Organization Name House Bill 89 Verification Form, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, **before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS** on the date specified. Late bids will not be accepted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**DEBARMENT, SILENCE, DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**CONTRACT OBLIGATION**

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

**DIGITAL FORMAT**

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

**DISQUALIFICATION OF OFFEROR**

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**DRUG FREE WORK PLACE**

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

**E-MAIL ADDRESS CONSENT**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

**ERRORS or OMISSIONS**

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
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**MAINTENANCE**

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

**MULTIPLE BID AWARD**

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

**NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

**NEW MILLENIUM COMPLAINE**

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

**POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

**PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**PROCUREMENT CARDS**

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

**PURCHASE ORDER AND DELIVERY**

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**



**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense

HUNT COUNTY  
GENERAL REQUIREMENTS  
FOR BIDS

**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Tennessee, and A or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION  
COVERAGE A (See attachment "P")**

**STATUTORY**

**EMPLOYERS LIABILITY  
COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

## WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. ~~By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the~~ governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

# 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.

P2 Emulsion Plants, L.L.C.

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.

N/A

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

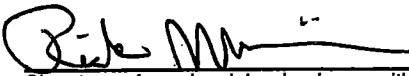
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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

2/27/18  
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.

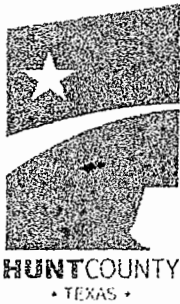
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(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.



Organization Name
House Bill 89 Verification

I, Rick McGinnis, the undersigned representative of P2 Emulsion Plants, L.L.C.

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

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

2/27th/2018
DATE

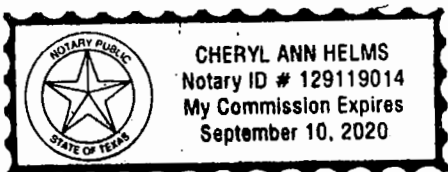
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 27th day of February, 2018, personally appeared Rick McGinnis, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
NOTARY SIGNATURE

2/27/18
Date





# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

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

P2 Emulsions  
Elm Mott, TX United States

Certificate Number:  
2018-316113

Date Filed:  
02/20/2018

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

Hunt County, Texas

Date Acknowledged:

**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.**

RFB #167-18, Road Oil  
Asphalt Emulsion Products

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

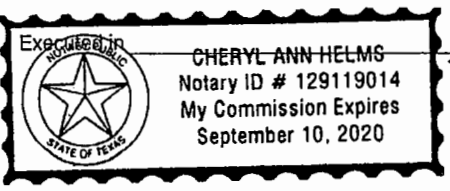
**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Cheryl Helms, and my date of birth is 4/9/64.

My address is 212 Leuschner Rd, Elm Mott, TX, 76640, US.  
(street) (city) (state) (zip code) (country)

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



McLennan County, State of TX, on the 20 day of Feb, 2018.  
(month) (year)

Cheryl Helms  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

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P2 Emulsions  
Elm Mott, TX United States

Certificate Number:  
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Hunt County, Texas

Date Acknowledged:  
03/27/2018

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.  
RFB #167-18, Road Oil  
Asphalt Emulsion Products

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 is \_\_\_\_\_ (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)



# EMULSIONS

516 S. McLennan Loop  
Elm Mott, TX. 76640  
(254) 829-0330 FAX-0337  
p2emulsions@sbcglobal.net

## SOLE-SOURCE PURCHASE AFFIDAVIT

### KNOW ALL MEN BY THESE PRESENT THAT:

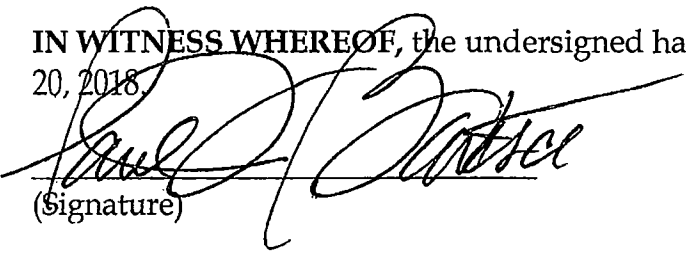
Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths on this day personally appeared PAUL J. BARTSCH, on sworn oath stated the following:

My name is Paul J. Bartsch. My title is Corporate Operations Officer for P Squared Emulsions LLC. I am aware that Hunt County is required to comply with the competitive bidding requirements under Chapter 262 of the Texas Local Government Code. However, the **statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source.** Authority to purchase P2 Emulsions' proprietary products as Sole-Source may be found under Texas Local Government Code section 262.024(7)(A):

"Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment."

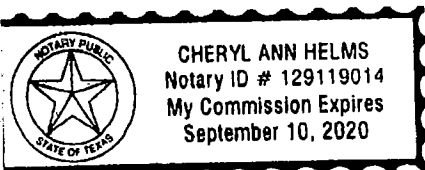
I represent and assert to the Purchasing Department of Hunt County and hereby warrant that P Squared Emulsions is the sole-source manufacturer and supplier of the following item(s): **The Stabilizer, Rejuvenator, ROC, CWE-2, CWP & all P2 Road Primes.** P2 qualifies as the sole-source supplier because: Each of our asphalt emulsion products is manufactured on site to my **proprietary formulas solely owned and manufactured by P2 Emulsions.** I further agree that if P2 Emulsions ever ceases being the sole-source supplier of these proprietary products, I shall immediately make a full disclosure in writing of all relevant facts and circumstances.

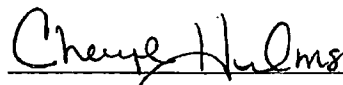
IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 20th day of February 20, 2018.

  
(Signature)

Paul J. Bartsch, C.O.O., P Squared Emulsions  
(Printed Name) (Title) (Company)

SWORN TO AND SUBSCRIBED before me on February 20, 2018 by PAUL J. BARTSCH.



  
Notary Public, State of Texas  
My Commission expires on 9/10/20

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# P<sup>2</sup> Emulsion Plants LLC

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516 S. McLennan Loop  
Elm Mott, Texas 76640  
(254) 829-0330 / FAX -0337

(972) 822-1372 Paul Leadabrand, CEO  
(214) 679-0310 Paul Bartsch, COO  
(214)704-5906 Gwen Bartsch, CFO

Date: February 20, 2018  
To: Hunt County

This is written certification that our products below are Sole Source Proprietary Products which are manufactured by P2 Emulsions to exacting specifications according to our own proprietary formulations. And in response to your request, to offer this Letter of Certification directly to Hunt County, Texas.

Proprietary products must fulfill the TGA formal definition of "a confidential formulation usually containing two or more ingredients and about which information is not in the public domain". P2 Emulsions is the only manufacturer and distributor of our proprietary products:

- **"The Stabilizer"**

Road Base Stabilizer: Asphalt-emulsion incorporated into native soil for road stabilization, strength and water resistance. Works without need for any other road base or aggregate to be hauled in and added to road.

- **"The Rejuvenator"**

Stabilize old asphalt roads and rejuvenate RAP & asphalt millings. This product is basically a re-stabilization road base product.

- **"ROC" (Road-Over-Coat Seal)**

Used over a chipseal for the purpose of sealing out water and locking down loose rock. Saves money because it replaces need for 2nd course chip seal. Also used over other roads to seal and "paint road black". Use on old zebra striped hot mix, chipseal, or oil roads to give road uniform black "new" look, and as safety feature, before re-striping so stripes show up.

- **"CWE-2" Cold Weather Chip Seal"**

Our "all weather" chip seal formulated NO BLEED in hot weather, and allows application into much cooler weather than all other chipseals currently on the market.

- **"CWP" Pothole Patch"**

Engineered especially for air-driven patch machines. Designed for application in all weather. No Bleed.

- **"Prime 11 Concentrate"**

Prime concentrate used as prime, tack, or dust control based on customer's choice of water dilution rate. May be used as prime for chip seal courses, as tack to bind overcoats over bare roads, or as exceptional dust control. ("Ready to Use" Products are also offered under "Lucky 7 RTU" and "Tack 41 RTU" & "P2 Dust Control".)

All of our products fulfill the formal requirements found in Texas Local Government Codes regarding County Purchasing, Section 262.024.7.A. (Copy of text available upon request.)

Unlike commodity products, P2 Emulsion proprietary products **DO NOT CONTAIN ANY VOCs** (Volatile-Organic-Chemicals), which means our products **ARE NOT EPA-restricted or illegal** and **DO NOT AFFECT WATER TABLES OR WILDLIFE**. We are fully T.C.E.Q. and E.P.A. compliant.

P2 Emulsions welcomes the opportunity to continue to do business with Hunt County.

Sincerely, Gwen Bartsch, CFO  
P SQUARED EMULSION PLANTS, LLC (aka: P2 EMULSIONS)



# Emulsion Plants, L.L.C.

516 S. McLennan Loop  
Elm Mott, Texas 76640  
Phone (254) 829-0330 Fax (254) 829-0337  
[p2emulsions@sbcglobal.net](mailto:p2emulsions@sbcglobal.net)

**Salesman: Rick McGinnis Cell: (817) 307-6411**

## **Product Price Sheet for Hunt County ; Effective: 3/1/2018-3/1/2019**

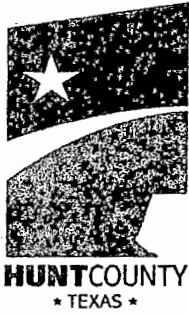
<b>Product</b>	<b>Tanker FOB Plant</b>	<b>Tanker FOB County</b>	<b>Tote/Drum(Plant)</b>
<b>P2 Prime "Lucky 7-RTU"</b> Premixed, ready to use	.....\$1.20/Gallon.....	\$1.45/Gallon.....	\$1.40Gallon
<b>P2 "Tack 41- RTU"</b> Premixed, ready to use	.....\$1.65 Gallon.....	\$1.90 Gallon.....	\$1.85 Gallon
<b>P2 "Prime 11 Concentrate"</b> Mixes with 6 parts water to make a prime, 4 parts water to make a tack	..\$1.99/Gallon.....	\$2.24/Gallon.....	\$2.19/Gallon
<b>P2 Stabilizer</b> Asphalt Base Stabilizer	.....\$2.44/Gallon.....	\$2.69/Gallon.....	\$2.64/Gallon
<b>P2 Rejuvenator</b> Asphalt Rejuvenator	.....\$2.47/Gallon.....	\$2.72/Gallon.....	\$2.67/Gallon
<b>CWE-2</b> All Weather Chip Seal Emulsion	.....\$2.74/Gallon.....	\$2.99/Gallon.....	\$2.94/Gallon
<b>CWP (Cold Weather Patch)</b> Year Round Pot Hole Patch Emulsion	..\$2.74/Gallon.....	\$2.99/Gallon.....	\$2.94/Gallon
<b>R.O.C</b> "Road Over Coat" for Chip Seal Roads	.....\$2.57/Gallon.....	\$2.82/Gallon.....	\$2.77/Gallon

\*All P2 products are Proprietary/Sole Source products formulated to fulfill  
TxDot 300.2 particle charge procedure T59. Positive/Cationic. DO NOT CONTAMINATE WITH DIESEL.

**Demurrage (trucking charge): First 2 hours free, \$80.00 per hour thereafter.**  
**Pump Charge (trucking charge): \$80.00 if pump needed.**  
**Push Charge (trucking charge): \$80.00 per hour.**  
**Return Loads (trucking charge): Return charge passed on from delivering freight line. As a guide, cost of delivery plus half cost back.**  
**Minimum Tanker Delivery: 5,000 Gallons.**  
**Smaller Quantities Available, Subject to Freight Differential of \$0.25 per gallon less than 5,000 gallons.**

CONTAINERS AVAILABLE FOR CUSTOMER CONVENIENCE when doing smaller jobs than a tanker amount:  
"Tote" Containers (275 gallons size each) cost \$129.00 per container.  
"Drum" Containers (55 gallons size each) cost \$26.00 per drum.  
Containers are re-usable and can be rinsed out, brought back, and be re-filled at customer discretion.  
Containers priced separate and sold only with orders for material.

\*NOTE: In the event of national crisis or war, affecting extreme changes in petroleum pricing, P2 reserves the right to change quoted or bid prices with 30 days proper written notice.



**Organization Name**  
**HUNT COUNTY**  
**PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, CHERYL LOUWER, the Purchasing Representative for Hunt County, Greenville, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

P<sup>2</sup> Emulsion Plants, LLC  
Company Name

167-18  
 RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Cheryl Louwer  
Purchasing Representative

3-27-18  
Date

#15.031

KC

**County of Hunt**  
STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401



FILED FOR RECORD  
at 9:52 o'clock AM

PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

APR 02 2018

Invitation To Bid

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
*Jennifer Lindenzweig*

**Formal Bid #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT  
EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time March 8, 2018.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

**READ CAREFULLY**

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

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 Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: BRYANI BOYAN ASPHALT

Address: P.O. Box 625

Contact Name: TIM BRITAIN

City, State, Zip: HEMERSON, TX 75654

Telephone Number: (903) 658-0537

FAX Number: 903-655-0061

By: *Tim Britain*

By: Tim Britain

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

**(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)**

## TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**  
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**  
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**  
This section provides information you must know in order to make an offer properly.
- Implementation of House Bill 23**  
Conflict of Interest Questionnaire
- Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**  
Certificate of Interest Parties (Form 1295)
- Implementation of House Bill 89 – No Boycott Israel**  
Organization Name – House Bill 89 Verification Form
- 4. **Specifications**  
This section contains the detailed description of the product/service sought by the County.
- 5. **Pricing/Delivery Information**  
This form is used to solicit exact pricing of goods/services and delivery costs.
- 6. **General Requirements**  
You should be familiar with all of the General Requirements.
- 7. **Attachments**
  - a. **Residence Certification**  
Be sure to complete this form and return with packet.
  - b. **Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
  - c. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - d. **Workers' Compensation Insurance Coverage Rule 110.110**  
Included when applicable.
  - e. **Reference Sheet**  
When references are required by the bid specifications you must complete this sheet.



## SPECIAL REQUIREMENTS/INSTRUCTIONS

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**1. PAYMENT**

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**2. ESCALATION CLAUSE**

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

**3. DESCRIPTION**

All Road Oil, Emulsion & Soil Stabilizer will be ordered by the County Barns listed below:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

Orders will be made by telephone by the various county precincts and a purchase order will not be required. Samples may be required for trial and approval by using department. Testing may be performed at the request of Hunt County anytime during the length of the contract through an independent testing laboratory. Samples being tested shall be furnished free of charge to Hunt County. If the results do not meet specifications, the cost of the test will be absorbed by the successful bidder. If the result of the test meets specification, the cost will be borne by Hunt County.

The sizes of orders will vary. Hunt County will require prompt delivery on all sizes of orders. There may be instances where same day service is required, but only by special request. Vendors will be expected to cooperate if at all possible.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **4. ESTIMATES OF USE**

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

#### **5. FUEL SURCHARGES**

**Hunt County will not accept any fuel surcharge cost added to invoices.**

#### **6. Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

#### **7. Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **8. Organization Name – House Bill 89 Verification:**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

## **SPECIFICATIONS**

### **FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

#### **SCOPE**

It is the intent of this Invitation to Bid to solicit bids for the Road Oil (cracked fuel oil), Emulsion for Seal Coat and Soil Stabilizer for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 23, 2018 through April 22, 2019. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

The selected vendor shall abide by Federal, State and Local laws, regulations and ordinances concerning the sales, transportation and delivery of road oils, emulsions & soil stabilizer to the County facilities. The selected vendor shall also ensure all subcontractors and delivery agents employed by the primary contractor shall abide by the same laws and regulations.

Any inquiries related to this ITB should be addressed in writing and faxed to the attention of Cheryl Lowry, Purchasing Agent at 903-408-4242 prior to 2:00 p.m., March 1, 2018.

#### **DESCRIPTION**

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 3:30 pm), unless otherwise specified in this agreement.

#### **WORK STANDARDS**

All work shall be performed to the complete satisfaction of Hunt County.

#### **SAFETY**

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

The contractor shall be held responsible for all spillage which may occur during transit and unloading operations. They shall immediately report spillage and cleanup. Failure to do so shall initiate corrective action and back charge to the contractor of any incurred costs.

#### **EVALUATION CRITERIA**

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

## **SUB-CONTRACTORS**

The contractor (s) awarded this bid shall only employ sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

## **AWARD**

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

**PRICE AND DELIVERY FORM**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**ROAD OIL**

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:  
Minimum 73%                      Maximum 80%  
Paraffin content                      0.0  
Flash Point, C.O.C.                      Minimum 250 Degrees F  
Kinematic Viscosity                      Maximum 550 cst. at 140 F  
Loss at 212F, 20g 5 hrs.                      Maximum 2%  
Water and Sediments                      Maximum 0%  
Delivery Temperature                      Minimum 220F, Maximum 250F

Estimated annual use: 900 tons.

Firm Fixed Price per Ton Delivered to Precinct 1: \$ 575<sup>00</sup> per ton

Firm Fixed Price per Ton Delivered to Precinct 2: \$ 575<sup>00</sup> per ton

Firm Fixed Price per Ton Delivered to Precinct 3: \$ 575<sup>00</sup> per ton

Firm Fixed Price per Ton Delivered to Precinct 4: \$ 575<sup>00</sup> per ton

Firm Fixed Price per Ton Picked-up: \$ 565<sup>00</sup> per ton

State your pick up point: 8621 FM 2276 North Henderson, Tx

If partial loads of Road Oil are requested, please acknowledge how the additional units will be priced per unit: SAME AS FULL LOAD PRICING

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT  
EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

**EMULSIONS FOR SEAL COAT**

**CRS-1P** (Estimated annual use: 0 gal)

F.O.B. Plant	\$ _____	Gal
Pct 1 Delivered	\$ _____	Gal
Pct 2 Delivered	\$ _____	Gal
Pct 3 Delivered	\$ _____	Gal
Pct 4 Delivered	\$ _____	Gal

N/A

**CRS-2P:** (Estimated annual use: 15,000 gal)

F.O.B. Plant	\$ _____	Gal
Pct 1 Delivered	\$ _____	Gal
Pct 2 Delivered	\$ _____	Gal
Pct 3 Delivered	\$ _____	Gal
Pct 4 Delivered	\$ _____	Gal

N/A

**CRS-2/2H:** (Estimated annual use: 8,000 gal)

F.O.B. Plant	\$ _____	Gal
Pct 1 Delivered	\$ _____	Gal
Pct 2 Delivered	\$ _____	Gal
Pct 3 Delivered	\$ _____	Gal
Pct 4 Delivered	\$ _____	Gal

N/A

**CSS-1:** (Estimated annual use: 1,000 gal)

F.O.B. Plant	\$ _____	Gal
Pct 1 Delivered	\$ _____	Gal
Pct 2 Delivered	\$ _____	Gal
Pct 3 Delivered	\$ _____	Gal
Pct 4 Delivered	\$ _____	Gal

N/A

**AE-P:** (Estimated annual use: N/A)

F.O.B. Plant	\$ _____	Gal
Pct 1 Delivered	\$ _____	Gal
Pct 2 Delivered	\$ _____	Gal
Pct 3 Delivered	\$ _____	Gal
Pct 4 Delivered	\$ _____	Gal

N/A

For partial loads, add 0 per gallon

Demurrage rate: 0 per hour after 0 hours

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS or EXCEPTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Terms: \_\_\_\_\_

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

\_\_\_\_\_ YES \_\_\_\_\_ NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Bryan Asphalt  
Company Name

[Signature]  
Authorized Signature

P.O. Box 625  
Address

Tim BRITTAIN  
Name (Printed or Typed)

HENDERSON, TX 75654  
City, State, Zip

\_\_\_\_\_  
Title

(903) 658-0537  
Phone

2-21-18  
Date

(903) 655-0061  
Fax

TBRITTAIN@BRYANASPHALT.NET  
E-Mail



**HUNT COUNTY**  
**GENERAL REQUIREMENTS**  
**FOR BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

**ADDENDA**

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

**AWARD**

Hunt 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 Office of the Purchasing Agent of his intent to appear.

**BID FORM COMPLETION**

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The completed Organization Name House Bill 89 Verification Form, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

**BID RETURNS**

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. Late bids will not be accepted.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

**CHANGE OF OWNERSHIP**

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

**CONFLICT OF INTEREST IN CONTRACTS**

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY  
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CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exist or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

**HUNT COUNTY**  
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**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

**GOVERNING LAW**

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

**GRANT FUNDING**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

**HIPAA COMPLIANCE**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**HOLD HARMLESS AGREEMENT**

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INSPECTIONS & TESTING**

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

**INTER-LOCAL PARTICIPATION**

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

**INTER-NET DISCLAIMER**

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

**INVOICES AND PAYMENTS**

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

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MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

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

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINECE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

**HUNT COUNTY**  
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**RECYCLED MATERIALS**

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

**SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

**TAXES**

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

**TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

**TERMINATION**

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**WAIVER OF SUBROGATION**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense

HUNT COUNTY  
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**VENDORS OWING TAXES**

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —[www.hctax.info](http://www.hctax.info). Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

**CERTIFICATE OF INSURANCE REQUIREMENTS**

**FORMAL BID #167-18: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

**TYPE OF COVERAGE**

**MINIMUM LIMITS**

**WORKERS COMPENSATION**

**STATUTORY**

**COVERAGE A (See attachment "F")**

**EMPLOYERS LIABILITY**

**COVERAGE B**

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

**COMMERCIAL GENERAL LIABILITY**

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**NOTE:**

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

**AUTOMOBILE LIABILITY**

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

**WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**

**If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.**

**A. Definitions:**

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.



- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**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

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:  
2018-330900

Date Filed:  
03/27/2018

Date Acknowledged:

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

Bryan & Bryan Asphalt, LLC  
Henderson, TX United States

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

Hunt County TX

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.

2018 Cracked Fuel Oil  
Cracked fuel Oil

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lampton, Robert	Jackson, MS United States	X	
	Lampton, William	Jackson, MS United States	X	
	Lampton, Lee	Jackson, MS United States	X	
	Lampton III, Leslie	Jackson, MS United States	X	
	Lampton, Leslie	Jackson, MS United States	X	

5 Check only if there is NO Interested Party.

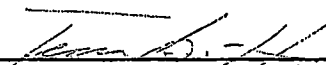
### 6 UNSWORN DECLARATION

My name is Tim Brittain, and my date of birth is 02/09/1970.

My address is 8621 Fm 2276M, Henderson, Tx, 75454,  
(street) (city) (state) (zip code) (country)

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

Executed in Rusk County, State of Texas, on the 27 day of March, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Bryan & Bryan Asphalt, LLC  
 Henderson, TX United States

**Certificate Number:**  
 2018-330900

**Date Filed:**  
 03/27/2018

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

**Date Acknowledged:**  
 03/28/2018

**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.**  
 2018 Cracked Fuel Oil  
 Cracked fuel Oil

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lampton, Robert	Jackson, MS United States	X	
	Lampton, William	Jackson, MS United States	X	
	Lampton, Lee	Jackson, MS United States	X	
	Lampton III, Leslie	Jackson, MS United States	X	
	Lampton, Leslie	Jackson, MS United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (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)



HUNT COUNTY  
\* TEXAS \*

**Organization Name**  
**House Bill 89 Verification**

I, Tim Brittain, the undersigned  
representative of Boycott Boycott Assault

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
DATE

Tim Brittain  
SIGNATURE OF COMPANY REPRESENTATIVE

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

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

**TRINITY ASPHALT, LTD.**  
**P.O. BOX 636**  
**HENDERSON, TX 75653**  
**(903) 836-7263 or fax (903) 836-7265**

January 01, 2018

Bryan & Bryan Asphalt, LLC.

Attention:

Our company agrees to furnish Bryan & Bryan Asphalt with road oil (cracked fuel oil) meeting the State Department of Highways 1993 standard specification item #300. This material will be kept in stock, on test, hot and ready to load at all times.

We look forward to serving you in 2018.

Sincerely,

  
Patrick Nation, Senior Vice President  
Trinity Asphalt, Ltd.



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2018

DATE (MM/DD/YYYY)

6/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1407257 Bryan & Bryan Asphalt, LLC 2829 Lakeland Drive Flowood MS 39232	<b>INSURER A :</b> ACE American Insurance Company NAIC # 22667	
	<b>INSURER B :</b> National Fire and Marine Insurance Co 20079	
	<b>INSURER C :</b> Agri General Insurance Company 42757	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 14775253                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSLG27866001	4/30/2017	4/30/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH09055496 ISAH09055502	4/30/2017 4/30/2017	4/30/2018 4/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$	Y	Y	42-UMO-302493-02	4/30/2017	4/30/2018	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC49114539 (AOS) WLRC64409530 (TN)	4/30/2017 4/30/2017	4/30/2018 4/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

14775253  
 Hunt County  
 2507 Lee Street; Room 104  
 Purchasing Department  
 Greenville TX 75401-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy.

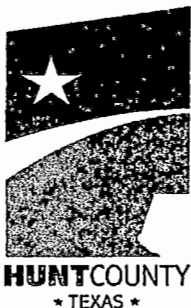
All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

## Named Insured Schedule

Ergon, Inc.  
Ergon - West Virginia, Inc.  
Ergon Refining, Inc.  
Ergon BioFuels, LLC  
Ergon BioSciences, Inc.  
Ergon Asphalt & Emulsions, Inc.  
Crafco, Inc.  
Paragon Technical Services, Inc.  
Paving Maintenance Supply, Inc.  
Telfer Pavement Technologies, LLC  
Ergon Terminaling, Inc.  
Ergon Oil Purchasing, Inc.  
Ergon - Baton Rouge, Inc.  
Ergon - Ironton, LLC  
Ergon - Knoxville, Inc.  
Ergon - St. James, Inc.  
Ergon - Texas Pipeline, Inc.  
Ergon Acquisition Corp.  
Ergon Foundation, Inc.  
Ergon Securities, Inc.  
Big Valley, LLC  
Ergon Properties, Inc.  
ISO Panels, Inc.  
Magnolia Marine Transport Company  
Ergon Marine & Industrial Supply, Inc.  
Ergon Trucking, Inc.  
Diversified Technology, Inc.  
LLWR, LLC  
M & L Properties, LLC  
Mirror Lake Building, LLC  
Mirror Lake Land Company  
Pearl Street Parking LLC  
PruGON Properties LLC  
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.  
Ergon - Latin America, LLC

Ergon - Asia, Inc.  
Ergon Asia (Hong Kong) Limited  
Ergon Mexico S de R.L. de C.V.  
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)  
Bay Harbour Development, LLC  
Grand Harbour Development, LLC  
Specialty Process Fabricators, Inc.  
Ergon Energy Associates, LLC  
Ergon Energy Partners, LP  
Flowood Oil, LLC  
Ergon Exploration, Inc.  
Ergon Production, Inc.  
MSLATX Pipeline Company  
Kearney Park Farms, Inc.  
Lampton-Love, Inc.  
Lacox Propane Gas Company  
Blossman L. P. Gas Service, Inc.  
Harrell Gas, Inc.  
Lacox, Inc.  
Lampton-Love Gas Company  
Lampton-Love of Magee, Inc.  
Lampton-Love of Pelahatchie, Inc.  
Liquefied Petroleum Gas Management, Inc.  
Allgas, Inc.  
Allgas, Inc., of Montgomery  
Allgas, Inc., of TN  
Magnolia Gas, Inc.  
Natchez Butane, Inc.  
Petroleum Distributor of Jackson, Inc.  
Progas Inc.  
Southern Propane, Inc.  
Starkville L.P. Gas, Inc.  
Process Oils, Inc.  
Chemical Marketing Associates DBA Process Oils, Inc.  
Telfer Geosynthetics  
Telfer Highway Technologies, LLC  
Telfer Oil Company  
Continental Western Transportation Co., Inc.

Ergon-Frazier Development I, LLC  
Bunge-Ergon Renewable Energy, LLC  
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)  
Ergon Asphalt Products, Inc.  
Lampton-Love Trucking, Inc.  
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)  
Pearl Street Properties, Inc. (Dissolved 08/11/2010)  
Solquim, C.A. (Sold March 2007)  
Flowood Properties LLC (Dissolved 01/23/2007)  
Georgia Emulsions, LLC (dissolved 10/21/2010)  
Bunge-Ergon Vicksburg, LLC  
Ergon Ethanol, Inc.  
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor  
Ergon Asphalt Holding, LLC  
Telfer Pavement Technologies (Southeast), LLC  
Ergon Moda St. James, LLC  
Ergon Oil (Singapore) Pte. Ltd  
Ergon Oil (Indonesia)  
Ergon Construction Group, Inc.  
Ergon Construction Group, Inc. dba Alliant Construction  
Ergon Construction Group, Inc. dba Ergon Maintenance Services  
Bryan & Bryan Asphalt, LLC  
TABB Management Services, LLC  
Trinity Asphalt, Ltd.  
BMR Transport, Inc.  
Ergon Construction Group, Inc. dba ISO Panels, Inc.  
Bryan & Bryan Trucking, LLC



**Organization Name**  
**HUNT COUNTY**  
**PURCHASING DEPARTMENT**

**SENATE BILL 252 CERTIFICATION**

On this day, I, CHERYL Lowrey, the Purchasing Representative for Hunt County, Greenville, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

BRYAN: BRYAN Asplatt  
Company Name

167-18  
**(RFP)** or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Cheryl Lowrey  
Purchasing Representative

3-27-18  
Date