HUNT COUNTY BID AWARD RFB #204-20- Road Rock Effective October 8, 2020 thru October 7, 2021

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clinds \$16.00 per ton, picked up. Pct 1 - \$32.32 per ton, delivered - Pct 3 - \$33.51 per ton, delivered & Pct 4 - \$30.11, per ton, delivered	clinds \$16.00 per ton, picked up. Pct 1 - \$32.32 per ton, delivered - Pct 3 - \$33.51 per ton, delivered & Pct 4 - \$30.11, per ton, delivered	Screenings - \$5.25 per ton																	
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RFB #204-20 Rock Bid Page 1 of 3

ED FOR RECORD

#16,391

HUNT COUNTY BID AWARD RFB #204-20- Road Rock Effective October 8, 2020 thru October 7, 2021

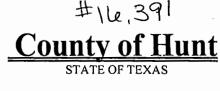
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All Prices are per Ton	2020-2021 Rock Bids & Pricing															
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gregates	Wills Point, TX	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×
Commerce Sand & Select, LLC	Exit #120 EB I-30	×	×	×	×	X	×	×	×	×	×	×	×	×	×	×
Cooke County Crushed Stone	6728 Hwy 82 Muenster, TX	x	×	×	×	×	×	×	×	×	×	×	×	×	×	×
	Coleman Quarry	×	×	×	×	×	\$8.00	X	×	×	×	\$8.00	×	×	×	×
North Texas Crushed Stone	Gainesville, Texas	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×
RK Hall	Sawyer Quarry	\$28.50	\$44.82	\$46.52	\$ 46.03	\$42.61	\$8.75	\$25.07	\$26.77	\$26.76	\$22.86	×	×	×	×	×

RFB #204-20 Rock Bid Page 2 of 3 HUNT COUNTY BID AWARD RFB #204-20- Road Rock Effective October 8, 2020 thru October 7, 2021

Codent - no bid 36 36 56	2020-2021 Rõck Bids & Pricing All Prices are per Ton	s & Pricing on																	
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and matrix series beneficing x	Company	Pit Location	plc/ked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered	Picked Up	Picked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4 P	cked Up	Precinct 1	Precinct 2	Precinct 3	Precinct 4
ories de selectic Entre rigide 1-, o x	Arcosa Aggregates	Wills Point, TX	~	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×
Clash Hole RL Manuality X	Commerce Sand & Select LLC	Exit #120 EB I-30	×	×	×	×	×	×	×	\$28.00	×	×	×	-	\$30.00	×	×	×	×
rote Contained Capacity X	Cooke County Crushed Stone	6728 Hwy 82 Muenster, TX	×	×	×	×	×	×	×	\$15.00	\$15.00 + .20/per ton/per mile	×	×	×		\$15.00 + .20/per on/per mile	×	×	×
Contract Store Contract Store Contract Store Contract Store Store X X Store X Store X Store X Store Store X Store	Dolese Brothers Company	Coleman Quarry	×	×	×	×	×	×	×	\$21.25	×	×	×	×	21.25	×	×	×	×
Sawyer Quarty X <	Vorth Texas Crushed Stone	Gainesville, TX	×	×	×	×	×	×	×	\$15.00	.20/per ton/per mile		×		-	.20/per on/per mile	×	×	×
Allow other Governmental Entities to Piggyback off this Contract Acrose Aggregates Acrose Aggregates Commerce Sand & Select, LLC Ves Commerce Sand & Select, LLC Ves Ves North Texas (Jushed Stone Ves K Hall, LLC Kes K Hall Kes K Hall, LLC	RK Hall	Sawyer Quarry	×	×	×	×	×	×	×	\$29.00	\$50.12	\$52.32	\$51.66		\$29.00	\$50.12	\$52.32	\$51.66	\$47.26
Allow other Governmental Entities to Piggyback off this Contract Across Aggregates Commerce Sand & Select, LLC Cooke County Crushed Stone Ves Noth Texas (¹ Ushed Stone Ves K Hall, LLC Ves K Hall, LLC Ves K Hall, LLC Ves K Hall, LLC				_															
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	North Texas Crushed St	one		Yes															
	RK Hall, LLC			Yes															
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RFB #204-20 Rock Bicl Page 3 of 3





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



PHONE: (903) 408-4148 FAX: (903) 408-4242 FAX: (903) 408-4242 o'clock OCT 29 2020 JENNIFER LINDENZWEIG

Formal Bid # 204-20, Road Rock, Twelve (12) Month Contract

Invitation To Bid

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 **Tuesday**, September 8, 2020 at 11:00 A.M. Central Time

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.

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: Arcosa Aggregates
Contact Name: Kyle Wass
Telephone Number: <u>(817)</u> 307 - 7354
By:
Authorized Representative – Signed by Hand

Address: 1112 E. Engeland R.J. Serite 500 City, State, Zip: Arlington, TX 76011

FAX Number: _____

By: Kyle

Authorized Representative - Typed or Printed

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

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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.

_X 1.	Cover Sheet Your company na	ame, address, and your signature (IN INK) should appear on this page.
X 2.	Table of Conten This page is the T	
_X 3.		ments/Instructions ides information you must know in order to make an offer properly.
_x	Implementation Conflict of Intere	of House Bill 23 st Questionnaire
_x		of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission erest Parties (Form 1295)
_x		of House Bill 89 – No Boycott Israel ne Israel Boycott Verification Form
X 4.	Specifications This section cont	ains the detailed description of the product/service sought by the County.
X 5.	Pricing/Delivery This form is used	Information to solicit exact pricing of goods/services and delivery costs.
X 6.	General Require You should be fa	ements miliar with all of the General Requirements.
X 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.
	X c.	Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
	X 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.

1. <u>PAYMENT</u>

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903/408-4123. Hunt County will pay <u>original</u> 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 three (3) 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 prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

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

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is <u>NOT</u> 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. <u>Conflict of Interest Questionnaire:</u>

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 (7th) 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.

6. <u>Certificate of Interested Parties (Form 1295):</u>

In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, 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 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.

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. 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 is on the following website. Please follow Instructional Video for Business Entities. at <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

7. Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, *
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

8. Organization Name Israel Boycott Verification:

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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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

- (a) This section applies only to a contract that:
- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

SPECIFICATIONS FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

SCOPE

It is the intent of this Invitation to Bid to solicit bids for Road Rock for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning October 8, 2020 through October 7, 2021. 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.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to August 31, 2020.

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 (7:00 am to 4:00 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.

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 employee 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.

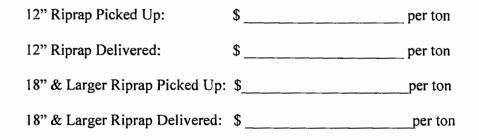
<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

Please Bid only on those items which you can provide:

,***** ,*

1 ³ / ₄ " Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$_13=2	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	per ton
1 1/2" Odot Base A Picked Up:	\$	per ton
2 1/2" Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_per ton
Type B Grade 4 Delivered:	\$	_per ton
Type B Grade 4 Picked Up:	\$	_per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522



If there are any types / grades that are not listed that you would like to bid, please indicate below:

24" Rip Rap	\$_3 6 per	ton
3×8" Rip Rap	\$ <u>25</u> 00 per	ton
	\$ per	ton
	\$ per	ton
State your pick up point: W, 118 Point Lester	(ELong) Pla.	~+

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

Please Bid only on those items which you can provide:

1 3/4" Flex Base Delivered:	\$	per ton
1 ³ /4" Flex Base Picked Up:	\$	per ton
1 1/2" Crusher Run Delivered:	\$	per ton
1 1/2" Crusher Run Picked Up:	\$	per ton
1 1/2" Odot Base A Delivered:	\$	per ton
1 1/2" Odot Base A Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #3 Cover (Chip Rock) D	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	icked Up: \$	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) P	icked Up: \$	per ton

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

12" Riprap Picked Up	\$ per ton
12" Riprap Delivered:	\$ per ton
18" & Larger Riprap Picked Up:	\$ _per ton
18" & Larger Riprap Delivered:	\$ _per ton

.

If there are any types / grades that are not listed that you would like to bid, please indicate below:

24" Rip Rap	\$ <u>35</u> per ton
3×8" Rip Rap	\$_25°2_ per ton
	\$ per ton
	\$ per ton
State your pick up point: Wills Point Lester (Elmo) Plant

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

Please Bid only on those items which you can provide:

1 3/4" Flex Base Delivered:	\$	_per ton
1 ¾" Flex Base Picked Up:	\$ 13 :20	_per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 1/2" Odot Base A Delivered:	\$	per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

12" Riprap Picked Up:	\$ _per ton
12" Riprap Delivered:	\$ _per ton
18" & Larger Riprap Picked Up:	\$ _per ton
18" & Larger Riprap Delivered:	\$ per ton

.

If there are any types / grades that are not listed that you would like to bid, please indicate below:

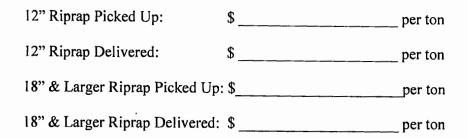
24" Rip Rap	\$ 3500	per ton
3×8" Rip Rap	\$ 25 00	per ton
	\$	per ton
	\$	per ton
State your pick up point: Wills Point Leste	r (Elm	.) Plant

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

Please Bid only on those items which you can provide:

1 ³ / ₄ " Flex Base Delivered: \$	per ton
1 ³ / ₄ " Flex Base Picked Up: \$ 13 °C	per ton
۱ ½" Crusher Run Delivered: \$	per ton
۱ ¹ / ₂ " Crusher Run Picked Up: \$	per ton
2 ¹ / ₂ " Crusher Run Picked Up: \$	per ton
2 ¹ / ₂ " Crusher Run Delivered: \$	per ton
1 1/2" Odot Base A Delivered: \$	_ per ton
۱ ½" Odot Base A Picked Up: \$	_ per ton
Type B Grade 3 Delivered: \$	_ per ton
Type B Grade 3 Picked Up: \$	_ per ton
Type B Grade 4 Delivered: \$	_ per ton
Type B Grade 4 Picked Up: \$	_ per ton
3/8" #2 Cover (Chip Rock) Delivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Picked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) Delivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Picked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) Delivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Picked Up: \$	_ per ton

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321



If there are any types / grades that are not listed that you would like to bid, please indicate below:

24" Rip Rap	\$_ <u>35</u> per ton
3×8" Rip Rap	\$_25 ² per ton
	\$ per ton
·	\$ per ton
State your pick up point: Wills Point Lester	(Elmo) Ptant

COMMENTS OR EXCEPTIONS FORMAL BID # 204-20. ROAD ROCK CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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

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

YES

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. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

DUE TO THE COVID-19, AT THIS TIME THE HUNT COUNTY COURTHOUSE IS CLOSED TO THE PUBLIC. PLEASE SUBMIT BID BY UNITED STATES POSTAL SERVICE, FEDEX OR UPS. WE APOLOGIZE FOR ANY INCONVENIENCE.

<u>Arcosa</u> <u>Aggregates</u> Company Name <u>1112 E. Copeland</u> Rd. Sainte 500 Address

Artington, TX 76011 City, State, Zip

(817) 207-2680 Phone

Authorized Signature

NO

Name (Printed or Typed)

<u>Sales Representative</u> Title <u>S/19/20</u> <u>Date / 19/20</u> <u>Kyle. Wasse arcosa</u>, com E-Mail

Page 16 of 25

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.

<u>ADDENDA</u>

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.

<u>AWARD</u>

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 and signature must be returned with the bid. The completed Organization Name Israel Boycott 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 11:00 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.

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 <u>original bid</u>.

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.

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 ant 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.

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 <u>delivery</u>, 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 <u>may</u> 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 COMPLAINCE

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 venture 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 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.

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.

<u>TAXES</u>

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.

VENUE

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

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

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 —<u>www.hctax.info</u>. 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 5/11

CERTIFICATE OF INSURANCE REQUIREMENTS

FORMAL BID # 204-20; ROAD ROCK CONTRACT TWELVE (12) MONTHS

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 COVERAGE A (See attachment "f")	STATUTORY			
EMPLOYERS LIABILITY COVERAGE B				
Bodily Injury by Accident – Each Accident Bodily Injury by Disease – Policy Limit Bodily Injury by Disease – Each Employee	\$100,000 \$500,000 \$100,000			
COMMERCIAL GENERAL LIABILITY				
COVERAGE A – Each Occurrence COVERAGE B – Personal & Advertising Injury General Aggregate other than Products	\$1,000,000 \$250,000 \$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.

Attachment d. TWCC Rule 110.110 Workers Compensation Insurance <u>RFB # 204-20</u>

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:

<u>Certificate of coverage ("Certificate")</u> - 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.

<u>Duration of the project</u> - 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.

<u>Persons providing services on the project ("subcontractor" in §406.096)</u> - 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.

- 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:

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- (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.	OFFICE USE ONLY
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. <i>See</i> 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.	Date Received
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
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, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or I other than investment income, from the vendor? B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government officer or a family member of the officer AND the taxable local government of the local government of the local government of the o	h the local government officer. h additional pages to this Form ikely to receive taxable income, t income, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	of the officer one or more gifts
as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176. 7 Signature of vendor doing business with the governmental entity	Date

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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

 $(\tilde{\mathbf{i}})$ 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

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	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.		CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and countr of business.	Certificate Number: 2020-673536			
	Arcosa Aggregates		2020	-070000	
	Arlington, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	a antise of four which the forms in		0/2020	
-	being filed.	00/0	5,2020		
	Hunt County	Date	Acknowledged:		
				2/2020	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid	y or state agency to track or identified under the contract.	y the co	ontract, and prov	vide a
	RFB #204-20				
	Road Rock				
4				Nature of	interest
4	Name of Interested Party	City, State, Country (place of busin	ness)	(check ap	plicable)
				Controlling	Intermediary
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5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date o	t dirth is	S	·
	My address is	· · · · · · ·_			
	(street)	(city)	state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correc	rt.			
	Executed inCount	y, State of, on the	•	day of	,20 .
		,		(month)	
		Signature of authorized agent of co (Declarant)	ontractir	ng business entity	
E	orms provided by Texas Ethics Commission www.et	hics.state.tx.us		Versior	V1.1.3a6aaf

	CERTIFICATE OF INTERESTED PART	TIES		FOR	m 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.		CEF	OFFICE USE	ONLY	
1	Name of business entity filing form, and the city, state and count of business. Arcosa Aggregates					
2	Arlington, TX United States Name of governmental entity or state agoncy that is a party to the	o contract for which the form is		Filed: 0/2020		
	being filed. Hunt County		Date Acknowledged:			
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid RFB #204-20 Road Rock	ty or state agency to track or identified under the contract.	y the c	ontract, and pro	vide a	
4					finterest	
	Name of Interested Party	City, State, Country (place of busi	ne\$\$)	(check a) Controlling	plicable)	
5	Check only if there is NO Interested Party.	<u></u>				
6	UNSWORN DECLARATION					
		and my date o	of birth i	s 05/26/	1988	
	My address is 39.00 White Settlement R.J. A (street)		ίχ. (state)	(a)7 (zip code)	(country)	
	I declare under penalty of parjury that the foregoing is true and correct	ct.			- ^	
	Executed in <u>Ellis</u> Count	ty, State of T.X. on th	• <u>30</u>	day of <u>Sep</u> (month)	, 20 <u>2</u> (<u>year</u>)	
		my was		ng husinone onite		
		Signature of authorized agent of o (Declarant)	muaco			
Ē	forms provided by Texas Ethics Commission www.et	thics.state.bt.us		Verslo	n V1.1.3a6aaf7	

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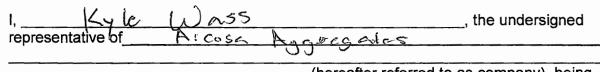
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Organization Name Israel Boycott Verification



(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 namedabove, 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:

- "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
- "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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

NOTARY SEAL

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Donna Jym Chap NOTARY SIGNATURE 8/20/20



Date

Ą	CORD	CER	tif	ICATE OF LIA	BILI	TY INSU	JRANC	E [-	MM/DD/YYYY) 20/2020
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.										
lf	SUBROGATION IS WAIVED, su scertificate does not conferring	bject to t	he ter	rms and conditions of th	e polic	y, certain po	olicies may r			
_	DUCER		Cert	incate noider in ned of so	CONTA		•			
814	Marsh & McLennan Agency LLC NAME: 8144 Walnut Hill Lane, 16th Floor FAX									
Da	llas TX 75231				ADDRE			DING COVERAGE		NAIC #
					INSURE			s Co PittsburghPA		19445
	JRED			ARCOSAINC1	INSURE	RB: AIU Insu	rance Compa	iny		19399
Arc 500	cosa Aggregates, Inc. 0 N Akard St., Suite 400				INSURE	R c : America	n Home Assu	rance Company		19380
	illas, TX 75201				INSURE	RD: New Har	npshire Insur	ance Company		23841
					INSURE	RE:				
					INSURE	RF:				
	VERAGES HIS IS TO CERTIFY THAT THE POL			E NUMBER: 2133267010				REVISION NUMBER:		
IN C	NDICATED. NOTWITHSTANDING AU ERTIFICATE MAY BE ISSUED OR XCLUSIONS AND CONDITIONS OF S	MAY PER	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN ED BY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR			SUBR		DELIT	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		rs	
A	X COMMERCIAL GENERAL LIABILITY		WYD	GL1728937		7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 5,000	.000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	
								MED EXP (Any one person)	\$ 10,00	0
								PERSONAL & ADV INJURY	\$ 5,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$7,000	,000
	X POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGG	\$7,000	,000
	OTHER:							Project/Loc Aggregat	\$4,000	0,000
A	AUTOMOBILE LIABILITY			CA4594350		7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000	0,000
								BODILY INJURY (Per person)	\$	
	OWNED SCHEDULE							BODILY INJURY (Per accident)		
	X HIRED X NON-OWNE	U Y						PROPERTY DAMAGE (Per accident)	\$	
			<u> </u>			<u> </u>			\$	
								EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS	-MADE						AGGREGATE	\$	
В	WORKERS COMPENSATION		+	WC045886670		7/1/2020	7/1/2021	X PER X OTH- STATUTE X ER	\$	
Ë	AND EMPLOYERS' LIABILITY	Y/N		WC045886671		7/1/2020	7/1/2021 7/1/2021	E.L. EACH ACCIDENT	All St \$ 2,000	
Ď	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N N//	\	WC045886672 WC045886673	7/1/2020 7/1/2020	7/1/2021	E.L. DISEASE - EA EMPLOYE	1		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	1						E.L. DISEASE - POLICY LIMIT		
-	DESCRIPTION OF OPERATIONS BEIOW								1	
DES	SCRIPTION OF OPERATIONS / LOCATIONS	VEHICLES	(ACOR	D 101, Additional Remarks Sched	ule, may l	be attached if mo	re space is requi	red)		
1										
L										
CE	ERTIFICATE HOLDER	_			CAN	CELLATION			_	
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
	FOR INFORMATION	PURPO	SES	ONLY	AUTH	ORIZED REPRES	ENTATIVE			
						seg 14				
						/ mg /m				
		_				© 1	988-2015 AC	CORD CORPORATION	All ric	ahts reserved

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The ACORD name and logo are registered marks of ACORD

#16,391 County of Hunt

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

the stands



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

Invitation To Bid

Formal Bid # 204-20, Road Rock, Twelve (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 **Tuesday**, September 8, 2020 at 11:00 A.M. Central Time

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.

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: COURE COUNTY CRUSHED STOKE	Address: <u>P.O</u>
Contact Name: DONALD DENTON	City, State, Zip: G
Telephone Number: 903. 815. 1051	FAX Number: 90

By: Donald Dent

ATNESUILLE, TX 76241 03.564.4717

By: DONALD DENTON

at_12.28 o'clock____

OCT 29 2020

JENNIKER LINDENZWEIG

Authorized Representative - Signed by Hand

Authorized Representative - Typed or Printed

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

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

Please Bid only on those items which you can provide:

1 ³ / ₄ " Flex Base Delivered:	\$. 17/TON/MILE	_per ton
1 ¾" Flex Base Picked Up:	\$ 6.75	_ per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	_per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	_ per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) D	elivered: \$	per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

12" Riprap Picked Up:	\$_	15.00	per ton
12" Riprap Delivered:	\$_	,20/TON /MILE	_ per ton
18" & Larger Riprap Picked Up:	\$_	15.00	_per ton
18" & Larger Riprap Delivered:	\$, 20 /TON/MILE	per ton

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5" MINUS (3"	x 5")			<u> </u>	00 per ton
SCREENINGS			ر 	<u>\$</u>	25 per ton
				\$	per ton
				\$	per ton
State your pick up point:	6728	HWY	82	MUERUSTER, T	Х

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

Please Bid only on those items which you can provide:

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1 ³ / ₄ " Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) D	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	icked Up: \$	per ton

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

12" Riprap Picked Up	\$	per ton
12" Riprap Delivered:	\$	per ton
18" & Larger Riprap Picked Up:	: \$	_per ton
18" & Larger Riprap Delivered:	\$	_per ton

	\$ per ton
	\$ per ton
	\$ per ton
	\$ per ton
State your pick up point:	 ١

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

Please Bid only on those items which you can provide:

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1 ³ / ₄ " Flex Base Delivered:	\$	_per ton
1 ¾" Flex Base Picked Up:	\$	_per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
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5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

12" Riprap Picked Up:	\$ _per ton
12" Riprap Delivered:	\$ _per ton
18" & Larger Riprap Picked Up:	\$ _per ton
18" & Larger Riprap Delivered:	\$ _per ton

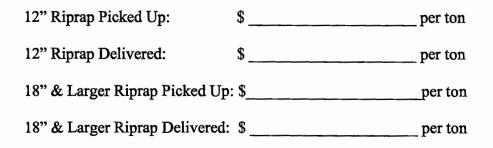
	\$ 	per ton
	 	per ton
	\$ 	per ton
	\$ 	per ton
State your pick up point:		

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

Please Bid only on those items which you can provide:

1 ³ / ₄ " Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	_ per ton
1 1/2" Odot Base A Picked Up:	\$	_ per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
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5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321



	\$ per ton
	\$ _ per ton
	\$ _ per ton
	\$ _ per ton
State your pick up point:	

CERTIFICATE OF INTERESTED PARTIES

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FORM 1295

1 of 1

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Aname of business entity's place Cooke County Crushed Store Inc Galresville, TX United States Dear Filed: Downsminental entity or state agency that is a party to the contract for which the form is hunt County Provide the identification number used by the governmental entity or state agency to track or identity the contract, and provide a description of the services, goods, or other property to be provided under the contract. 204-20 Road Rock, Twelve (12) Month Contract Aname of merested Party City, State, Country (place of business) Nature of Interest Controlling Inter Controlling Controlling Inter Controlling Inter Controlling Controlling Inter Controlling Contro						
Cocke County Crushed Stone Inc Galmesville, TX United States Date Filed: Date Filed: Description of the State agency that is a party to the contract for which the form is being filed. Hunt County Date Filed: Description of the services, goods, or other property to be provided under the contract. 204-20 Road Rock, Twelve (12) Month Contract Date Acknowledged: Description of the services, goods, or other property to be provided under the contract. 204-20 Road Rock, Twelve (12) Month Contract Nature of interested Party City, State, Country (place of business) Nature of interest (check applicable) 4 Name of interested Party City, State, Country (place of business) Nature of interest (check applicable) 5 Check only if there is ND Interested Party. Image: Country (place of bith is	1	Name of business entity filing form, and the city, state and country of the business entity's place		Certif	Certificate Number:	
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		-		Date	Acknowledged:	
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	4	Name of Interested Party	City, State. Country (place of busine	ess)		
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UNSWORN DECLARATION My name is, and my date of birth is, My address is,,	L					
UNSWORN DECLARATION My name is, and my date of birth is, My address is,,	L					
LX Signature of authorized agent of contracting business entity	F	Check only if there is NO Interseted Party				
My name is, and my date of birth is,,	L					
My address is,,, _,	6	UNSWORN DECLARATION				
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I declare under penalty of perjury that the foregoing is true and correct. Executed in, on theday of, 20, on theday of, 20, (month)		My address is	,, _,, _	tate)	(zip code)	(country)
Executed in, on theday of, 20, (month)		(aneci)	(013) (S		(all code)	(2021119)
(month) Signature of authorized agent of contracting business entity		I declare under penalty of perjury that the foregoing is true and correct.				
(month) Signature of authorized agent of contracting business entity		Executed inCounty,	, State of, on the		day of	, 20
Signature of authorized agent of contracting business entity (Declarant)					(month)	(year)
Signature of authorized agent of contracting business entity (Declararit)			Cianotino of authority of anti-	tre chi		
	L		Signature of authorized agent of con (Declarant)	wactin		



Organization Name Israel Boycott Verification

1, DONALD	DENTON		, the undersign	
representative of_	COOKE	COUNTY	e PUSHED	STONE

(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 namedabove, 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:

- "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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

Organization Name Israel Boycott Verification

2020

SIGNATURE OF COMPANY REPRESENTATIVE

On this the <u>2</u> day of <u>Suptanber</u>, 20<u>2</u>, personally appeared <u>Abnald Denton</u>, 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 NŐ AMBER PARISH Notary ID #129363534 My Commission Expires 020 March 25, 2021 Date



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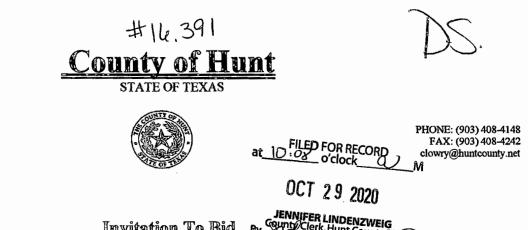
CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

										0/1/2020
CI BI	ERTI Elo\	FICATE DOE N. THIS CER	S NOT AFFIRM	ATIVELY OR NEGATIV	ELY AMENI CONSTITU	D, EXTEND OR ALT	ER THE COVERA	N THE CERTIFICATE HC GE AFFORDED BY THE SUING INSURER(S), AU	POLIC	IES
	UCE					100117407	nnie Roberds			·
sw	H Ins	surance Agency				DUDNIT	035645216	FAX (A/C, No):		
		lain St	,							
12/	10. 14					ADDRESS: CO	nnie@swhinsurance.	com	-	
117.	las aL .			_		PRODUCER CUSTOMER ID:				
INSU		Dr0		<u> </u>	X 76273		INSURER(S) AFFOR			NAIC #
						INSURER A : W	EST AMERICAN I	NS CO		44393
		ounty Crushed	Stone, Inc			INSURER B :				
PO	Box	116				INSURER C :		-		
						INSURER D :				
Wh	itesbo	ого		T	X 76273	INSURER E :				
						INSURER F :				
CO	/ER/	AGES		CERTIFICATE NUMBE	र:			REVISION NUMBER:		
LOC	TION	OF PREMISES /	DESCRIPTION OF P	ROPERTY (Attach ACORD 10	, Additional Re	marks Schedule, if more s	space is required)			
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CE E>	ERTIF	FICATE MAY BE	E ISSUED OR MAY	Y PERTAIN, THE INSURAN JCH POLICIES, LIMITS SHO	CE AFFORDE	ED BY THE POLICIES D	DESCRIBED HEREIN BY PAID CLAIMS.	IS SUBJECT TO ALL THE	TERMS,	
INSR LTR		TYPE OF IN	SURANCE	POLICY NUME	ER	DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS
		PROPERTY						BUILDING	s	÷
	CAU	SES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	s	
		BASIC	BUILDING	1				BUSINESS INCOME	s	
		BROAD	CONTENTS					EXTRA EXPENSE	s	
		SPECIAL						RENTAL VALUE	5	
		EARTHQUAKE	<u> </u>	-				BLANKET BUILDING	D	
	 	WIND	-	-				BLANKET PERS PROP	\$	
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		-							\$	
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		INLAND MARINE	E	TYPE OF POLICY					\$	
	CAU	SES OF LOSS							\$	
A		NAMED PERILS		POLICY NUMBER		12/31/2019	12/31/2020		\$	
				BMW57531664					\$	
		CRIME							\$	
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	\square	EQUIPMENT BR	EAKDOWN				Į	<u>├</u> ─┤	\$	
	\vdash							<u>├ </u>	s	
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SPE		ONDITIONS / OT	HER COVERAGES	 (ACORD 101, Additional Rema	ks Schedule n	av he ottoched if more so	ace is required)	J I	\$	
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CE	TIF	CATE HOLD	ER		<u> </u>	CANCELLAT	ION			
		Hunt C				SHOULD AN THE EXPIRA	Y OF THE ABOVE D	ESCRIBED POLICIES BE C DF, NOTICE WILL BE DELIN CY PROVISIONS.		
1		2507 Le	e St			AUTHORIZED RE	PRESENTATIVE			
		Room 1	04			Cometa	Roberds			
Greenville TX 75401			conne	- CORRECTIONS						

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County,

Invitation To Bid

Formal Bid # 204-20, Road Rock, Twelve (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 Tuesday, September 8, 2020 at 11:00 A.M. Central Time

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Company Name: COMMENCE Sandat	Address: 519 E Hug 30 #309
Contact Name: Diane Bright 50100	City, State, Zip: Rockwall TK 75087
Telephone Number: <u>214-008-1-169</u>	FAX Number:
By: Amarino Byly	By: Dwaine Brique
Authorized Representative - Signed by Hand	Authorized Representative – Typed or Printed

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

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

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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.

X 1.	Cover Sheet Your company na	ame, address, and your signature (IN INK) should appear on this page.			
_X 2.	Table of Content This page is the T				
_X 3.		ments/Instructions ides information you must know in order to make an offer properly.			
_x	Implementation Conflict of Intere				
_x		of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission crest Parties (Form 1295)			
_x		of House Bill 89 – No Boycott Israel ne Israel Boycott Verification Form			
_X 4.	Specifications This section contains the detailed description of the product/service sought by the County.				
_X 5.	Pricing/Delivery This form is used	Ito solicit exact pricing of goods/services and delivery costs.			
X 6.	General Require You should be fa	ements miliar with all of the General Requirements.			
X 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.			
	X c.	Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements).			
	X 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.			

1. <u>PAYMENT</u>

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All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903/408-4123. Hunt County will pay <u>original</u> 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 three (3) 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 prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

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

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is <u>NOT</u> 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. <u>Conflict of Interest Questionnaire:</u>

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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 (7th) 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.

6. <u>Certificate of Interested Parties (Form 1295):</u>

In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, 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 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.

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. 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 is on the following website. Please follow Instructional Video for Business Entities. at <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

7. <u>Changes to Form 1295</u>

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Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, *
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

8. Organization Name Israel Boycott Verification:

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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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

- (a) This section applies only to a contract that:
- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

SPECIFICATIONS FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

SCOPE

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It is the intent of this Invitation to Bid to solicit bids for Road Rock for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning October 8, 2020 through October 7, 2021. 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.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to August 31, 2020.

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 (7:00 am to 4:00 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.

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 employee 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.

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

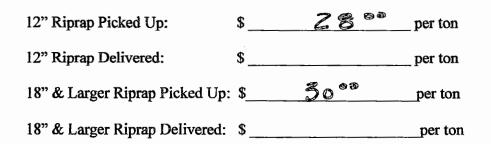
Please Bid only on those items which you can provide:

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1 ¾" Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	per ton
1 1/2" Odot Base A Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_per ton
Type B Grade 3 Picked Up:	\$	_per ton
Type B Grade 4 Delivered:	\$	_per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) Do	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522



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Cushin Sand	_ \$ _	400 per ton
Screened Send,	_ \$ _	500 per terr
	_ \$_	per ton
	_ \$ _	per ton
State your pick up point:		

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

Please Bid only on those items which you can provide:

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1 ¾" Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	s	_per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 1/2" Crusher Run Picked Up:	\$	per ton
1 1/2" Odot Base A Delivered:	\$	per ton
1 1/2" Odot Base A Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ½" Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pie	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pie	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

12" Riprap Picked Up	\$	2800	_ per ton
12" Riprap Delivered:	\$		_ per ton
18" & Larger Riprap Picked Up	»: \$	30	per ton
18" & Larger Riprap Delivered	: \$	e,—	per ton

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Cushion Sand s 400 ycl Screened Sand s 500 per toxol ______\$_____per ton ______\$____per ton State your pick up point: _____ Sulphur Springs, TX Sand is @ 5723 CR 4317 Campbell, Tx

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

Please Bid only on those items which you can provide:

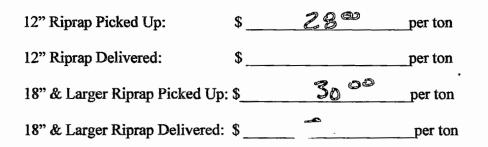
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1 3/4" Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$700	per ton
1 1/2" Crusher Run Delivered:	\$	per ton
1 1/2" Crusher Run Picked Up:	\$	per ton
1 1/2" Odot Base A Delivered:	\$	per ton
1 1/2" Odot Base A Picked Up:	\$ 1700	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 1/2" Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	per ton
Type B Grade 3 Picked Up:	\$	per ton
Type B Grade 4 Delivered:	\$	per ton
Type B Grade 4 Picked Up:	\$	_per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
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5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
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5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

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<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332



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Cushion Sand s_4 50 perton-Screened Sand \$ 500 per ton-______ \$_____ per ton _____ \$ _____ per ton State your pick up point: Sulpher Springs, T& Sand is @ 5723 CR 4317 Campbell, TX

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

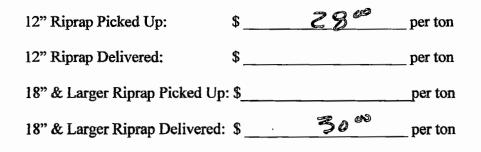
Please Bid only on those items which you can provide:

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1 3/4" Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	s17 <i>00</i>	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
1 1/2" Crusher Run Picked Up:	\$	_ per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	_ per ton
2 1/2" Crusher Run Delivered:	\$	_per ton
1 1/2" Odot Base A Delivered:	\$	_ per ton
1 1/2" Odot Base A Picked Up:	\$700	_ per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pie	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	per ton
5/8" #3 Cover (Chip Rock) Pie	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321



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Jushion Sand 5 400 _ per tens 5²⁰ per kon Sanc Creened \$ per ton \$_____ per ton State your pick up point: Kack in @ Est # 120 EB 30 Sulphur Springs, Tx Sand is @ 5723 CR 4317 Compbell, Th

COMMENTS OR EXCEPTIONS FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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

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

YES

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. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

DUE TO THE COVID-19, AT THIS TIME THE HUNT COUNTY **COURTHOUSE IS CLOSED TO THE PUBLIC. PLEASE SUBMIT BID BY** UNITED STATES POSTAL SERVICE, FEDEX OR UPS. WE APOLOGIZE

FOR ANY INCONVENIENCE. mmorpl Authorized Signature Company Name 519 E Hu Name (Printed or Typed (DIDADA) Title Phone Date

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ducaine bright @ a H. net

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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

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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 and signature must be returned with the bid. The completed Organization Name Israel Boycott 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 11:00 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.

CONTRACT OBLIGATION

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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.

GOVERNING FORMS

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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 ant the contract shall be mull 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.

MAINTENANCE

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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 <u>delivery</u>, 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 <u>may</u> 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 COMPLAINCE

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 venture 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 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.

<u>PRICING</u>

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.

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

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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.

<u>TAXES</u>

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.

VENUE

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

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

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 —<u>www.hctax.info</u>. 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 5/11

BAINTERATING T TRAFFIC

CERTIFICATE OF INSURANCE REQUIREMENTS

FORMAL BID # 204-20; ROAD ROCK CONTRACT TWELVE (12) MONTHS

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.

<u>TYPE OF COVERAGE</u>	MINIMUM LIMITS
WORKERS COMPENSATION COVERAGE A (See attachment "f")	STATUTORY
EMPLOYERS LIABILITY COVERAGE B	
Bodily Injury by Accident – Each Accident Bodily Injury by Disease – Policy Limit Bodily Injury by Disease – Each Employee	\$100,000 \$500,000 \$100,000
COMMERCIAL GENERAL LIABILITY	
COVERAGE A – Each Occurrence COVERAGE B – Personal & Advertising Injury General Aggregate other than Products	\$1,000,000 \$250,000 \$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

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- 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

STR OF CONTENACE

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:

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<u>Certificate of coverage ("Certificate")</u> - 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.

<u>Duration of the project</u> - 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.

<u>Persons providing services on the project ("subcontractor" in §406.096</u>) - 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.

- 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:

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- (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.	OFFICE USE ONLY				
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).	Date Received				
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.					
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 re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which				
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 other than investment income, from the vendor?	ikely to receive taxable income,				
Yes No					
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?					
Yes No					
5 Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	naintains with a corporation or officer or director, or holds an				
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	of the officer one or more gifts 003(a-1).				
7					
Signature of vendor doing business with the governmental entity	Date				

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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 Israel Boycott Verification

ne undersigned representative of

(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 namedabove, 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:

- "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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

Organization Name Israel Boycott Verification

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On this the _______, day of _______, 20 <u>@</u>, personally appeared _______, 20 <u>@</u>, personally appeared _______, by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

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CATHY JEAN BRIGHT Notary ID #124348367 My Commission Expires September 30, 2022

NOTARY SIGNATURE

91912020

Date

ACOR[†]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2020

C B R	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.									
llf	IPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to is certificate does not confer rights to	the t	terms	and conditions of the po	licy, ce	rtain policies	DITIONAL IN may require	SURED provisions or be an endorsement. A state	endors ement o	sed. on
_	DUCER				CONTA NAME:		rris			
K&S	Insurance Agency				PHONE (A/C, No	(972) 7	71-4071	FAX (A/C, No):	(972) 7	771-4695
225	5 Ridge Road, Ste. 333				E-MAIL ADDRE	1/morrie@	kandsins.com	(Rid, Nd).		
					NAIC #					
Roc	wal!			TX 75087	INSURE	Mathemat		rance Company		23663
INSU	RED				INSURE	D	sive County Mu	tual Insurance Company		29203
	Commerce Sand & Select, LLC				INSURE	Travelor	s Property Cas	ualty Company of America		25674
	519 E Interstate 30 #309				INSURE	Taura M	utual Insurance	e Company		22945
					INSURE	Continen	ntal Casualty C	ompany		20443
	Rockwall			TX 75087	INSURE	RF:				
CO/	ZERAGES CER	TIFIC	ATE	NUMBER: 20/21 Master				REVISION NUMBER:		
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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ ^{1,00}	0,000
	CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ ^{100,}	000
								MED EXP (Any one person)	\$ 5,00	0
Α				MP25680042		03/16/2020	03/16/2021	PERSONAL & ADV INJURY	φ.	0,000
	GEN'LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	φ	0,000
								PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	ANYAUTO							BODILY INJURY (Per person)	\$	
в	OWNED SCHEDULED AUTOS			00586963-1		04/04/2020	04/04/2021	BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
				_		_			\$	
	VIMBRELLA LIAB X OCCUR			-				EACH OCCURRENCE	_{\$} 2,00	0,000
С	EXCESS LIAB CLAIMS-MADE			ZUP-81N2774A-20-NF		04/01/2020	03/16/2021	AGGREGATE	\$ ^{2,00}	0,000
	DED RETENTION \$ 10,000				_				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	ł						PER OTH- STATUTE ER		
D	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		0001324718		05/02/2020	05/02/2021	E.L. EACH ACCIDENT	\$ 1,00	
	(Mandatory in NH)		1					E.L. DISEASE - EA EMPLOYEE	•	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	
	Leased/Rented Equipment							L/R Limit/\$2,500 Ded.		0,000
Е	Motor Truck Cargo			IM6080498063		03/16/2020	03/16/2021	MTC Single Conveyance:		0,000
						1		MTC Deductible:	\$2,5	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more s	pace is required)			
RFE	#204-20, Road Rock									
See	attached page for applicable policy endorse	ement	S.							
CEF					CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
	2507 Lee Street				AUTHO	RIZED REPRESE	NTATIVE			
	Room 104			TV 75404 4007		<				
	Greenville			TX 75401-1097		7	G	5. F		

ACORD 25 (2016/03)

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	#16,391		D.S.
	County of H STATE OF TEXAS		4
PURCHASING DEPARTMENT 2507 Lee Street, Room 104 Greenville, Texas 75401		at 10-0 K o'clock	PHONE: (903) 408-4148 FAX: (903) 408-4242 clowry@huntcounty.net
	Invitation To Bi	JENNIFER LINDENZUM	
Formal Bid #	204-20, Road Rock, Twe	lve (12) Month Contr	act

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 **Tuesday**. September 8, 2020 at 11:00 A.M. Central Time

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.

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: Dolese Bros. Co.

Contact Name: Bryan Champion Sales Representative Telephone Number: 405-297-8389

By

Authorized Representative - Signed by Hand

Address: 20 N.W. 13th, P.O. Box 677

City, State, Zip: Oklahoma City, OK 73101

FAX Number: 405-297-8351

By: <u>A J Brentlinger</u> Sales Representative Authorized Representative – Typed or Printed

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

Page 1 of 25

TABLE OF CONTENTS

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3

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.

X 1.	Cover Sheet Your company na	me, address, and your signature (IN INK) should appear on this page.				
_X 2.	Table of Conten This page is the T					
_X 3.		ments/Instructions ides information you must know in order to make an offer properly.				
X	Implementation Conflict of Intere					
_X		of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission erest Parties (Form 1295)				
_X		of House Bill 89 – No Boycott Israel ne Israel Boycott Verification Form				
X 4.	Specifications This section contains the detailed description of the product/service sought by the County.					
_X 5.	Pricing/Delivery Information This form is used to solicit exact pricing of goods/services and delivery costs.					
X 6.	General Require You should be fa	ements miliar with all of the General Requirements.				
X 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.				
	X c.	Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements)				
	X 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.				

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903/408-4123. Hunt County will pay <u>original</u> 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 three (3) 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 prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

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

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is <u>NOT</u> 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. <u>Conflict of Interest Questionnaire:</u>

3

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 (7th) 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.

6. <u>Certificate of Interested Parties (Form 1295):</u>

In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, 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 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.

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. 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 is on the following website. Please follow Instructional Video for Business Entities. at <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

Changes to Form 1295

7.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if; the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, *
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

8. Organization Name Israel Boycott 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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

- (a) This section applies only to a contract that:
- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

SPECIFICATIONS FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

SCOPE

3

It is the intent of this Invitation to Bid to solicit bids for Road Rock for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning October 8, 2020 through October 7, 2021. 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.

For information regarding the bid process, please contact Cheryl Lowry, Hunt County Purchasing Agent at 903-408-4148 prior to August 31, 2020.

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 (7:00 am to 4:00 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.

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 employee 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.

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

F.O.B. COLEMAN QUARRY Please Bid only on those items which you can provide:

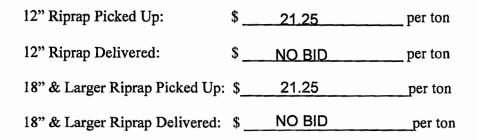
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1 ³ / ₄ " Flex Base Delivered:	\$ NO BID	per ton
1 ¾" Flex Base Picked Up:	\$	_per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$ NO BID	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$8.00	per ton
1 1/2" Odot Base A Delivered:	\$NO BID	_per ton
1 1/2" Odot Base A Picked Up:	\$9.55	_per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$8.00	_per ton
2 ¹ ⁄ ₂ " Crusher Run Delivered:	\$NO BID	_per ton
Type B Grade 3 Delivered:	\$NO BID	_ per ton
Type B Grade 3 Picked Up:	\$ NO BID	_per ton
Type B Grade 4 Delivered:	\$NO BID	_ per ton
Type B Grade 4 Picked Up:	\$NO BID	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$ <u>NO BID</u>	per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$ NO BID	per ton
5/8" #3 Cover (Chip Rock) D	elivered: <u>\$ NO BID</u>	per ton
5/8" #3 Cover (Chip Rock) Pi	icked Up: \$ <u>NO BID</u>	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$ NO BID	per ton
5/8" #4 Cover (Chip Rock) P	icked Up: \$ <u>NO BID</u>	per ton

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522 F.O.B. COLEMAN QUARRY



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If there are any types / grades that are not listed that you would like to bid, please indicate below:

<u> </u>	Picked Up	\$ 10.30	per ton
3" Surge	Picked Up	\$ 10.55	per ton
Screenings	Picked Up	\$ 7.45	per ton
		\$ 	per ton
State your pick up point:	COLEMAN QUARRY		

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<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

F.O.B. COLEMAN QUARRY

Please Bid only on those items which you can provide:

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1 ³ / ₄ " Flex Base Delivered: \$NO E	BID	per ton
1 ³ / ₄ " Flex Base Picked Up: \$10.0	0	_per ton
1 ½" Crusher Run Delivered: \$NO E	BID	per ton
1 ½" Crusher Run Picked Up: \$8.0	0	per ton
1 ¹ / ₂ " Odot Base A Delivered: \$ NO B	BID	_per ton
1 ¹ / ₂ " Odot Base A Picked Up: \$9.5	5	_per ton
2 ¹ / ₂ " Crusher Run Picked Up: \$8.0	0	per ton
2 ¹ / ₂ " Crusher Run Delivered: \$NO B	BID	_per ton
Type B Grade 3 Delivered: \$NO E	BID	_ per ton
Type B Grade 3 Picked Up: \$ NO E	BID	_per ton
Type B Grade 4 Delivered: \$ NO E	BID	_ per ton
Type B Grade 4 Picked Up: \$ <u>NO E</u>	BID	_per ton
3/8" #2 Cover (Chip Rock) Delivered: \$	NO BID	per ton
3/8" #2 Cover (Chip Rock) Picked Up: \$	NO BID	per ton
5/8" #3 Cover (Chip Rock) Delivered: \$	NO BID	per ton
5/8" #3 Cover (Chip Rock) Picked Up: \$	NO BID	per ton
5/8" #4 Cover (Chip Rock) Delivered: \$	NO BID	per ton
5/8" #4 Cover (Chip Rock) Picked Up: \$	NO BID	per ton

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181 F.O.B. COLEMAN QUARRY

12" Riprap Picked Up	\$	21.25	per ton
12" Riprap Delivered:	\$	NO BID	per ton
18" & Larger Riprap Picked U	Jp: \$	21.25	per ton
18" & Larger Riprap Delivere	d: \$	NO BID	per ton

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If there are any types / grades that are not listed that you would like to bid, please indicate below:

1 1/2" #57 Picked Up	\$10.30	per ton
3" Surge Picked Up	\$10.55_	per ton
Screenings Picked Up	\$ <u>7.45</u>	per ton
	\$	per ton
State your pick up point: COLEMAN QUARRY		

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<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

F.O.B. COLEMAN QUARRY

Please Bid only on those items which you can provide:

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1 3/4" Flex Base Delivered:	\$ NO BID	per ton
1 ¾" Flex Base Picked Up:	\$10.50	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$ NO BID	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$8.00	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$NO BID	per ton
1 1/2" Odot Base A Picked Up:	\$9.55	per ton
2 ¹ ⁄ ₂ " Crusher Run Picked Up:	\$8.00	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$ <u>NO BID</u>	per ton
Type B Grade 3 Delivered:	\$NO BID	_per ton
Type B Grade 3 Picked Up:	\$NO BID	_per ton
Type B Grade 4 Delivered:	\$ NO BID	_per ton
Type B Grade 4 Picked Up:	\$ NO BID	_ per ton
3/8" #2 Cover (Chip Rock) Do	elivered: \$ <u>NOBID</u>	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$NO BID	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$ <u>NOBID</u>	per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$ <u>NO BID</u>	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$ <u>NOBID</u>	per ton
5/8" #4 Cover (Chip Rock) Pi	icked Up: \$NO BID	_ per ton

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<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

F.O.B. COLEMAN QUARRY

12" Riprap Picked Up:	\$ 21.25	_per ton
12" Riprap Delivered:	\$ NO BID	_per ton
18" & Larger Riprap Picked Up:	\$ 21.25	_per ton
18" & Larger Riprap Delivered:	\$ NO BID	per ton

If there are any types / grades that are not listed that you would like to bid, please indicate below:

1 1/2" #57	\$ <u>10.30</u> per ton
3" Surge	\$ <u>10.55</u> per ton
Screenings	\$7.45 per ton
	\$ per ton
State your pick up point: COLEMAN QUARRY	

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

F.O.B. COLEMAN QUARRY

Please Bid only on those items which you can provide:

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1 ³ / ₄ " Flex Base Delivered: \$ NO BID	per ton
1 ³ / ₄ " Flex Base Picked Up: \$ <u>10.50</u>	per ton
1 ¹ / ₂ " Crusher Run Delivered: \$ NO BID	_per ton
1 ½" Crusher Run Picked Up: \$8.00	_per ton
2 ½" Crusher Run Picked Up: \$8.00	_per ton
2 ¹ / ₂ " Crusher Run Delivered: \$NO BID	_per ton
1 ¹ / ₂ " Odot Base A Delivered: \$NO BID	_ per ton
1 ¹ / ₂ " Odot Base A Picked Up: \$ 9.55	_ per ton
Type B Grade 3 Delivered: \$ NO BID	_per ton
Type B Grade 3 Picked Up: \$ NO BID	_per ton
Type B Grade 4 Delivered: \$NO BID	_ per ton
Type B Grade 4 Picked Up: \$ NO BID	_ per ton
3/8" #2 Cover (Chip Rock) Delivered: \$_NO BID	_ per ton
3/8" #2 Cover (Chip Rock) Picked Up: \$_NO BID	_ per ton
5/8" #3 Cover (Chip Rock) Delivered: \$NO_BID	per ton
5/8" #3 Cover (Chip Rock) Picked Up: \$_NO BID	_ per ton
5/8" #4 Cover (Chip Rock) Delivered: \$NO_BID	_ per ton
5/8" #4 Cover (Chip Rock) Picked Up: \$NO BID	_ per ton

Precinct 4 – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321 F.O.B. COLEMAN QUARRY

12" Riprap Picked Up:	\$_	21.25	per ton
12" Riprap Delivered:	\$_	NO BID	per ton
18" & Larger Riprap Picked Up	o: \$_	21.25	per ton
18" & Larger Riprap Delivered	: \$_	NO BID	per ton

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If there are any types / grades that are not listed that you would like to bid, please indicate below:

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1 1/2" #57 Picked Up	\$ <u>10.30</u> 1	per ton
3" Surge Picked Up	\$ <u>10.55</u>]	per ton
Screenings Picked Up	\$ <u>\$</u>	per ton
	\$	per ton
State your pick up point: COLEMAN QUARRY	. <u> </u>	

<u>COMMENTS OR EXCEPTIONS</u> FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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

____YES ___X__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. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

DUE TO THE COVID-19, AT THIS TIME THE HUNT COUNTY COURTHOUSE IS CLOSED TO THE PUBLIC. PLEASE SUBMIT BID BY UNITED STATES POSTAL SERVICE, FEDEX OR UPS. WE APOLOGIZE FOR ANY INCONVENIENCE.

DOLESE BROS. CO. Company Name

20 N. W. 13TH, P.O. BOX 677 Address

OKLAHOMA CITY, OK 73101 City, State, Zip

405-297-8389

Phone

405-297-8351

Fax

A1 3outh
Authorized Signature

Authorized Signature

A. J. Brentlinger Name (Printed or Typed)

Sales Manager

31 August 2020 Date

bchampion@dolese.com E-Mail

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

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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 and signature must be returned with the bid. The completed Organization Name Israel Boycott 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 11:00 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.

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 <u>original bid</u>.

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.

GOVERNING FORMS

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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 ant 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.

MAINTENANCE

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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 <u>delivery</u>, 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 <u>may</u> 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 COMPLAINCE

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 venture 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.

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.

VENUE

The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise, shall be proper in Hunt County.

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

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 —<u>www.hctax.info</u>. 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 5/11

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CERTIFICATE OF INSURANCE REQUIREMENTS

FORMAL BID # 204-20; ROAD ROCK CONTRACT TWELVE (12) MONTHS

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.

<u>TYPE OF COVERAGE</u>	MINIMUM LIMITS
WORKERS COMPENSATION COVERAGE A (See attachment "f")	STATUTORY
EMPLOYERS LIABILITY COVERAGE B	
Bodily Injury by Accident – Each Accident Bodily Injury by Disease – Policy Limit Bodily Injury by Disease – Each Employee	\$100,000 \$500,000 \$100,000
COMMERCIAL GENERAL LIABILITY	
COVERAGE A – Each Occurrence COVERAGE B – Personal & Advertising Injury General Aggregate other than Products	\$1,000,000 \$250,000 \$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

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- 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:

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<u>Certificate of coverage ("Certificate"</u>) - 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.

<u>Duration of the project</u> - 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.

<u>Persons providing services on the project ("subcontractor" in §406.096</u>) - 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.

- 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:

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- (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.	OFFICE USE ONLY		
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).	Date Received		
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.			
1 Name of vendor who has a business relationship with local governmental entity.			
Dolese Bros. Co.			
2 Check this box If you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which		
$\frac{3}{2}$ Name of local government officer about whom the information is being disclosed.			
NONE			
Name of Officer			
 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 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, from the vendor received from the local government officer or a family member of the officer AND the taxable income is not received from the local government entity? 			
Yes No			
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. MONE			
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176			
7 Signature of vendor doiring business with the governmental entity A. J. Brentlinger, Sales Manager	ust 2020 Date		

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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

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FORM 1295

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	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 CERTIFICATION	
1	of husinoon		Certificate Number:	
	Dolese Bros. Co.		2020-661182	
	Oklahoma City, OK United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to	the contract for which the form is	08/26/2020	
	being filed.		Date Acknowledged:	
	Hunt County		Sale Acknowleugeu:	
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be pro	ntity or state agency to track or identify vided under the contract.	the contract, and prov	vide a
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5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is A. J. Brentlinger	, and my date o	f birth isOctober 12,	1970
	My address is 20 NW 13th, P.O. Box 677	Oklahoma City	OK 73101	_,USA
	(street)		(state) (zip code)	(country)
5	I declare under penalty of perjury that the foregoing is true and co	prrect.		
	Executed inOklahomaCo	ounty, State of <u>Oklahoma</u> , on the	e <u>26th</u> day of <u>Augus</u>	
		1,21	(month	ı) (year)
		4 A Suntro		
		Signature of authorized agent of co	ontracting business entit	y
		(Declarant)		

Forms provided by Texas Ethics Commission

CERTIFICATE OF INTERESTED PARTIES

3

FORM 1295

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Co. Oklahoma City, OK United States Certificate Number: 2020-661182 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Hunt Country Date Filed: 09/23/2020 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. 204-20 Name of Interested Party City, State, Country (place of business) Nature of Interest (check applicable) 4 Name of Interested Party City, State, Country (place of business) Nature of Interest (check applicable) 4 Name of Interested Party City, State, Country (place of business) Image: Controlling Interme Hunt, County Greenville, TX United States X Image: Controlling Interme 1 Image: Controlling Interme Image: Controlling Interme Image: Controlling Interme 1 Image: Controlling Interme Image: Controlling Interme Image: Controlling Interme 1 Image: Controlling Interme Image: Controlling Interme Image: Controlling Interme 1 Image: Controlling Interme Image: Controlling Interme Image: Controlling Interme 1 <td< th=""><th></th><th></th><th></th></td<>					
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	5 Check only if there is NO Interested Party.				
	6 UNSWORN DECLARATION				
My name is, and my date of birth is	My name is	, and my date of	f birth is		
My address is,,,,,,,,,,,,,,,,	My address is				
			state) (zip code) (country)		
I declare under penalty of perjury that the foregoing is true and correct.	I declare under penalty of perjury that the foregoing is tru	ue and correct.			
Executed in, on theday of, 20	Executed in	County, State of, on the			
(month) (ye			(month) (year)		
Signature of authorized agent of contracting business entity (Declarant)		Signature of authorized agent of con (Declarant)	ntracting business entity		
Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.3a	Forms provided by Texas Ethics Commission	www.ethics.state.tx.us	Version V1.1.3a6aa		



Organization Name Israel Boycott Verification

I,A. J. Brent	inger	, the undersigned
representative of	Dolese Bros. Co.	

(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 namedabove, 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:

- "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
- "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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

Organization Name Israel Boycott Verification

31 August 2020 DATE

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SIGNATURE A. J/Brentlinger OF COMPANY REPRESENTATIVE Sales Manager

On this the <u>31st</u> day of <u>August</u>, 20<u>20</u>, 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 SIGNATURE

31 August 2020

Date

Ą	CORD	ER	TI	FICATE OF LIA	BIL				DATE (CROBINSON (MM/DD/YYYY) 26/2020
CI B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	MAT VELY URA	TER OR NCE	OF INFORMATION ONI NEGATIVELY AMEND, DOES NOT CONSTITUT	Y AND	CONFERS	NO RIGHTS ER THE CO	UPON THE CERTIFICAT VERAGE AFFORDED I	E HOL	DER. THIS
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A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
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								MED EXP (Any one person)	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$\$	10,000,000
								PRODUCTS - COMP/OP AGG	\$	2,000,000
Â	OTHER:							COMBINED SINGLE LIMIT	\$	5,000,000
^				TC2JCAP5H601944		6/1/2020	6/1/2021	Ea accident)	\$\$	
	OWNED AUTOS ONLY					0/ 1/2020	0/1/2021	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X Pollution Liab incl X per form CA9948							PROPERTY DAMAGE (Per accident)	\$	
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	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYER	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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<u>ب</u> ب	HILL3 County of H STATE OF TEXA	Hunt	D.S.
PURCHASING DEPARTMENT		At 10:0X o'clock 0 M	PHONE: (903) 408-4148
2507 Lee Street, Room 104		OCT 29 2020	FAX: (903) 408-4242
Greenville, Texas 75401		JENNIFER LINDENZWEIG	clowry@huntcounty.net

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Invitation To Bid

Formal Bid # 204-20, Road Rock, Twelve (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 **Tuesday**. September 8, 2020 at 11:00 A.M. Central Time

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.

READ CAREFULLY

2 2 3

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: NORTH TEXAS CRUSHED STONE

Contact Name: DONALD DENTON

Telephone Number: 903. 815. 1051

By: Donald

Address: P.O. Box 1477 City, State, Zip: GAINESUILE, TX 76241

FAX Number: 903. 564. 4717

BY: DONALD DENTON

Authorized Representative - Signed by Hand

Authorized Representative - Typed or Printed

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

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

Please Bid only on those items which you can provide:

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1 3/4" Flex Base Delivered:	\$. 17/TON/MELE	_ per ton
1 ³ /4" Flex Base Picked Up:	\$_6.75	_ per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	_per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	_per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

12" Riprap Picked Up:	\$_	15.00	_per ton
12" Riprap Delivered:	\$_	. 20 /TON /MILE	_per ton
18" & Larger Riprap Picked Up:	\$_	15.00	_per ton
18" & Larger Riprap Delivered:	\$. 20 HON /MILE	per ton

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5" MINUS (3" x 5")	\$ 9.00 per ton
1" UTILITY POCK	\$ 10.00 per ton
SCREENIN45	\$ 5, 25 per ton
	\$ per ton
State your pick up point: 14 CR 460	GAINESVILLE, TX 76240

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

Please Bid only on those items which you can provide:

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1 ³ / ₄ " Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$_6.75	_per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$. 17/TON/MILE	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	_ per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) D	elivered: \$	per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	icked Up: \$	per ton

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

12" Riprap Picked Up	\$_	15.00	- <u></u> .	per ton
12" Riprap Delivered:	\$_	,20/TON /	MILE	per ton
18" & Larger Riprap Picked Up	: \$_	15.00		per ton
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State your pick up point: 14 CP 460 GATINESUILLE,	<u>×</u>	74240	

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

Please Bid only on those items which you can provide:

1 ¾" Flex Base Delivered:	\$	per ton
1 ¾" Flex Base Picked Up:	\$	_per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 1/2" Crusher Run Picked Up:	\$	per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) Do	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

12" Riprap Picked Up:	\$ _per ton
12" Riprap Delivered:	\$ _per ton
18" & Larger Riprap Picked Up:	\$ _per ton
18" & Larger Riprap Delivered:	\$ per ton

	\$ per ton
	_ \$ per ton
	\$ per ton
	\$ per ton
State your pick up point:	

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

Please Bid only on those items which you can provide:

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1 ¾" Flex Base Delivered:	\$. IT/TUN/MITLE	per ton
1 ¾" Flex Base Picked Up:	\$ 6.75	per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ½" Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
1 ¹ / ₂ " Odot Base A Delivered:	\$	_per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	_ per ton
Type B Grade 3 Delivered:	\$	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	.\$	_ per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pie	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) Do	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

12" Riprap Picked Up:	·\$_	NO BED P- 20 hortmans	per ton
12" Riprap Delivered:	\$_	NO BER	per ton
18" & Larger Riprap Picked Up:	\$_	20/10/10/	_per ton
18" & Larger Riprap Delivered:	\$		per ton

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S" MINUS (3"×5")	\$	9.00 per ton
		\$	per ton
		\$	per ton
		\$	per ton
State your pick up point:	14 CR 460	GAINESVILLE T	X 76240

COMMENTS OR EXCEPTIONS FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

DUE TO THE COVID-19, AT THIS TIME THE HUNT COUNTY COURTHOUSE IS CLOSED TO THE PUBLIC. PLEASE SUBMIT BID BY UNITED STATES POSTAL SERVICE, FEDEX OR UPS. WE APOLOGIZE FOR ANY INCONVENIENCE.

NORTH TEXAS CRUSHED STONE Company Name

Authorized Signature

P.O. BOX 1477

Address

GATNESUTILE, TX 76241 City, State, Zip

903. 815. 1051

Phone

903. 564. 4717

DONALD DENTON

Name (Printed or Typed)

DDENTON 64 @ MSN, COM

Page 16 of 25

Fax

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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.	
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 re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
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 off officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable local government al entity? Yes Yes No 	th the local government officer. In additional pages to this Form likely to receive taxable income, it income, from or at the direction income is not received from the
Check this box if the vendor has given the local government officer or a family membe	
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 Cq / 1	2020 Date

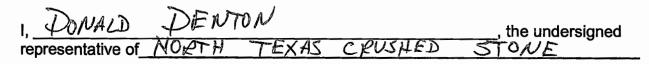
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Revised 11/30/2015



Organization Name Israel Boycott Verification



(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 namedabove, 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:

- "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
- "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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

Organization Name Israel Boycott Verification

2020

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SIGNATURE OF COMPANY REPRESENTATIVE

On this the 2 day of <u>Sptuble</u>, 2020, personally appeared <u>DDMA Denth</u>, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARKSEAL	Abur -D
AMBER PARISH	NOTARY SIGNATURE
Notary ID #129363534 My Commission Expires March 25, 2021	9/2/20
	Date

CERTIFICATE OF INTERESTED PARTIES

•

1 of 1

Γ	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 cou of business.	Certificate Number: 2020-663454			
	North Texas Crushed Stone, Inc				
	Gainesville, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to	the contract for which the form is	09/01	1/2020	
	being filed.		_		
	Hunt County		Date	Acknowledged:	
L					
3	description of the services, goods, or other property to be pro	ntity or state agency to track or identify vided under the contract.	y the co	ontract, and prov	/ide a
	204-20			-	
	Road Rock, Twelve (12) Month Contract				
\vdash				Nature of	interest
4	Name of Interested Party	City, State, Country (place of busin	iess)	(check ap	
				Controliing	Intermediary
Γ					-
\vdash					
Γ					
\vdash		· _ · _ · _ · _ · _ · _ · _ · _ · _ · _			
Γ					
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L					
Γ					
F					
F		<u> </u>			
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is DONALD DENTON	, and my date of	f birth is	s 10/9/19	63
	3.8 m + 3 + 1 h				USA
	My address is 1024 WEST LEWE PUAD	WATTESBORD 7	<u>×</u> _	76273	GARTSON
	(street)	(city) (i	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and co	rrect.			
	Executed in GRAYSONCo	ounty, State of <u>TEXA</u> , on the	, Ist	day of SEPTEN	'කිද 20 ්ට. ප
				(month)	
	Q	onald Duto			
		Signature of authorized agent of co	ntractin	ng business entity	· · · · · · · · · · · · · · · · · · ·
L		(Declarant)			

Forms provided by Texas Ethics Commission

Version V1.1.3a6aaf7d

CERTIFICATE OF INTERESTED PARTIES

.

FORM 1295

1 of 1

						1011
	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	
1	Name of business entity filing form, and the city, state and cou of business.	Certifi	icate Number:			
	North Texas Crushed Stone, Inc			2020-	-663454	
	Gainesville, TX United States			Date F	Filed:	
2	Name of governmental entity or state agency that is a party to	the contract for which the	e form is		/2020	
	being filed.					
	Hunt County				Acknowledged: 8/2020	
3	Provide the identification number used by the governmental er description of the services, goods, or other property to be prov			the co	ontract, and prov	ide a
	204-20 Road Rock, Twelve (12) Month Contract					
					Nature of	interest
4	Name of Interested Party	City, State, Country (place of busin	ess)	(check ap	plicable)
					Controlling	Intermediary
						•
Γ						
Γ						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	,	and my date of	birth is		
ļ,						
	My address is(street)	(city)	,,, (s	, tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and cor	rect.				
	Executed inCou	inty, State of	, on the			
					(month)	(year)
		Signature of authoriz	ed agent of con (Declarant)	tracting	g business entity	
F	orms provided by Texas Ethics Commission www.	ethics.state.tx.us			Version	V1.1.3a6aaf7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2020

							***			JI ZI ZOZO
C B	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									
11	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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									
	his certificate does not confer rights to							uire an endorsement. A	staten	ient on
	DUCER				CONTAC					
SW	'H Insurance Agency, LLC				PHONE		5216	FAX (A/C, No):		
121	7 E. Main St				(A/C, No E-MAIL ADDRES	ss: connie@:	swhinsurance.c			
							SURER(S) AFFO	RDING COVERAGE		NAIC #
	itesboro			TX 76273	INSURE	RA: Capitol	Specialty Insur	ance Corp.		
INSU	IRED				INSURE	R B :				
	North Texas Crushed Stone				INSURE	RC:				
	PO Box 116				INSURE	RD:				
					INSURE					
	Whitesboro			TX 76273	INSURE	RF:	_			
	VERAGES CERTIFY THAT THE POLICIES OF			NUMBER:				REVISION NUMBER:		
IN C	IDICATED. NOTWITHSTANDING ANY REQU ERTIFICATE MAY BE ISSUED OR MAY PER XCLUSIONS AND CONDITIONS OF SUCH P	JIREM	ENT, THE	TERM OR CONDITION OF A INSURANCE AFFORDED BY	NY CON THE PC	ITRACT OR O	THER DOCUM	ENT WITH RESPECT TO WH	IICH TH	
		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY					((EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE CCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
Α		Y		CS0238792607		06/07/2020	06/07/2021	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
								PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
├								COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO								\$	
	OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED	1						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
1	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							STATUTE ER		
	IANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	COR	D 101, Additional Remarks Sched	lule, may	be attached if m	ore space is req	uired)		
1										
CE	RTIFICATE HOLDER				CANC	ELLATION				
Hunt County SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR Hunt County THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
	2507 Lee St					RIZED REPRESE	INTATIVE		-	
	Greenville TX 75401									

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	#16,391 County of Hunt STATE OF TEXAS	DS.
PURCHASING DEPARTMENT 2507 Lee Street, Room 104 Greenville, Texas 75401	15	PHONE: (903) 408-4148 FAX: (903) 408-4242 M clowry@huntcounty.net
	Ey County Gerk Hynt County Gerk Hynt County Gerk Hynt County Gerk Hynt Cou	WEIG Inty TX

Formal Bid # 204-20, Road Rock, Twelve (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 **Tuesday**, September 8, 2020 at 11:00 A.M. Central Time

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.

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:_	RK Hell, LLC
Contact Name:	Lundin Davidcon

Telephone Number: <u>903 715 5211</u>

City, State, Zip:	Paris, Texus, 75+62
FAX Number:	903 784 8887

Address: 5020 SE Loop 286

By: Landon Paridson

Authorized Representative -- Signed by Hand

Authorized Representative - Typed or Printed

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

Page 1 of 25

TABLE OF CONTENTS

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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.

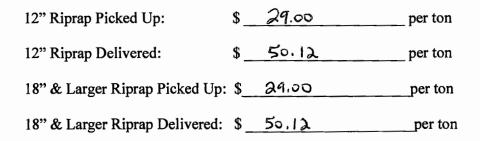
X 1.	Cover Sheet Your company na	ame, address, and your signature (IN INK) should appear on this page.					
X 2.	Table of Conten This page is the T	ts Fable of Contents.					
_X 3.		ments/Instructions ides information you must know in order to make an offer properly.					
_x	Implementation Conflict of Intere	of House Bill 23 est Questionnaire					
_x		of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission erest Parties (Form 1295)					
X		o f House Bill 89 – No Boycott Israel me Israel Boycott Verification Form					
X 4.	Specifications This section contains the detailed description of the product/service sought by the County.						
X 5.	Pricing/Delivery Information This form is used to solicit exact pricing of goods/services and delivery costs.						
X 6.	General Requir You should be fa	ements miliar with all of the General Requirements.					
_X 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.					
	X c.	Minimum Insurance Requirements Included when applicable (does not supersede "Hold Harmless" section of General Requirements).					
	X 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.					

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522

Please Bid only on those items which you can provide:

1 3/4" Flex Base Delivered:	\$25.57	_ per ton
1 ¾" Flex Base Picked Up:	\$25	_ per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$75.07	_per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 1/2" Odot Base A Delivered:	\$	_per ton
1 ¹ / ₂ " Odot Base A Picked Up:	\$	_ per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	_per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_per ton
Type B Grade 3 Delivered:	\$44.82	_ per ton
Type B Grade 3 Picked Up:	\$	_ per ton
Type B Grade 4 Delivered:	\$ 44.82	_ per ton
Type B Grade 4 Picked Up:	\$ <u>28.5</u> 5	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pie	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) Do	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	per ton

<u>Precinct 1</u> – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans Foreman- Mark Bussell (903) 568-4522



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(washed)	Picked Up	\$ 16.00 per ton
1" (washed)	Dilived	\$_32.32 per ton
2'14" Ballost	Picked Up	\$6.00 per ton
2 1/4" Bullast	Delivered	\$_32.32 per ton
State your pick up point:	Sawyer Quarry	

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

Please Bid only on those items which you can provide:

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1 ³ / ₄ " Flex Base Delivered:	\$_27.27	per ton
1 ¾" Flex Base Picked Up:	\$	_ per ton
1 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
1 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
1 1/2" Odot Base A Delivered:	\$	_per ton
1 1/2" Odot Base A Picked Up:	\$	_ per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	_ per ton
Type B Grade 3 Delivered:	\$46.52	_ per ton
Type B Grade 3 Picked Up:	\$_28.50	_ per ton
Type B Grade 4 Delivered:	\$_46.52	_per ton
Type B Grade 4 Picked Up:	\$	_ per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) D	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	per ton
5/8" #4 Cover (Chip Rock) D	elivered: \$	per ton
5/8" #4 Cover (Chip Rock) Pi	icked Up: \$	per ton

<u>Precinct 2</u> – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Randy Strait Foreman – Greg McDonald (903) 527-3181

12" Riprap Picked Up \$_	29.00	per ton
12" Riprap Delivered: \$_	52 32	per ton
18" & Larger Riprap Picked Up: \$_	29.00	per ton
18" & Larger Riprap Delivered: \$_	52.32	per ton

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1" (Washed) Picked Up	per ton\$ <u>ال. من</u>
1" Washed Delivered	\$ <u>_34.02</u> per ton
2º14" Bollost Proted Up	\$_ <u> 6.00</u> per ton
2 1/4" Ballist Del: weed	\$_34.02 per ton
State your pick up point: <u>Samyer Queery</u>	

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

Please Bid only on those items which you can provide:

× *

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1 ³ / ₄ " Flex Base Delivered:	\$ 27.26	per ton
1 ¾" Flex Base Picked Up:	\$	per ton
1 1/2" Crusher Run Delivered:	\$ 26.76	per ton
1 1/2" Crusher Run Picked Up:	\$ 8.75	per ton
1 1/2" Odot Base A Delivered:	\$	per ton
1 1/2" Odot Base A Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Picked Up:	\$	per ton
2 ¹ / ₂ " Crusher Run Delivered:	\$	per ton
Type B Grade 3 Delivered:	\$ 46.03	_ per ton
Type B Grade 3 Picked Up:	\$ 27.50	_ per ton
Type B Grade 4 Delivered:	\$46.03	_per ton
Type B Grade 4 Picked Up:	\$_25.50	_per ton
3/8" #2 Cover (Chip Rock) De	elivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Pi	cked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) De	elivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Pi	cked Up: \$	_ per ton

<u>Precinct 3</u> – 301 Hwy 69 N, Lone Oak, TX 75453 – Commissioner – Phillip Martin Foreman – Jason White (903) 662-5332

12" Riprap Picked Up:	\$_	24.00	per ton
12" Riprap Delivered:	\$_	51.66	per ton
18" & Larger Riprap Picked Up	: \$	29.00	per ton
18" & Larger Riprap Delivered:	\$_	51.66	per ton

...

[" (Worshed)	Picked Up	\$_	16.00 p	er ton
1" (washed)	Del: vared	\$_	<u>33.51</u> p	er ton
2'14" Bellest	Pirked Up	\$_	16.00 P	er ton
2'14" Bollost	Delivered	\$_	<u>33.51</u> p	per ton
State your pick up point: _	Sawyer Quarry			

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

Please Bid only on those items which you can provide:

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بر ,

1 ³ / ₄ " Flex Base Delivered: \$_23.36	per ton
1 ³ / ₄ " Flex Base Picked Up: \$	per ton
1 1/2" Crusher Run Delivered: \$ 22.86	per ton
1 1/2" Crusher Run Picked Up: \$	per ton
2 ¹ / ₂ " Crusher Run Picked Up: \$	_per ton
2 ¹ / ₂ " Crusher Run Delivered: \$	per ton
1 1/2" Odot Base A Delivered: \$	_ per ton
1 1/2" Odot Base A Picked Up: \$	_ per ton
Type B Grade 3 Delivered: \$ 42.61	_ per ton
Type B Grade 3 Picked Up: \$ 28.50	_ per ton
Type B Grade 4 Delivered: \$42.61	_ per ton
Type B Grade 4 Picked Up: \$ 28,50	_ per ton
3/8" #2 Cover (Chip Rock) Delivered: \$	_ per ton
3/8" #2 Cover (Chip Rock) Picked Up: \$	_ per ton
5/8" #3 Cover (Chip Rock) Delivered: \$	_ per ton
5/8" #3 Cover (Chip Rock) Picked Up: \$	_ per ton
5/8" #4 Cover (Chip Rock) Delivered: \$	_ per ton
5/8" #4 Cover (Chip Rock) Picked Up: \$	_ per ton

<u>Precinct 4</u> – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Steve Harrison Foreman - Jeff Taylor (903) 886-6321

12" Riprap Picked Up: \$	29.00 p	er ton
12" Riprap Delivered: \$	47.20 p	er ton
18" & Larger Riprap Picked Up: \$_	29.00 p	er ton
18" & Larger Riprap Delivered: \$	47.26 p	er ton

• *

(Washed)	Picked No	\$ 16.00	per ton
(hashed)	Dolivered	\$ 30.11	per ton
2 1/4" Billest	Picked M	\$ 16.00	per ton
2'/4" Ballast	Alivered	\$ 30.11	per ton
State your pick up point:	Sawyer Querry	 	

COMMENTS OR EXCEPTIONS FORMAL BID # 204-20, ROAD ROCK CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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

V 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. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

DUE TO THE COVID-19, AT THIS TIME THE HUNT COUNTY COURTHOUSE IS CLOSED TO THE PUBLIC. PLEASE SUBMIT BID BY **UNITED STATES POSTAL SERVICE, FEDEX OR UPS. WE APOLOGIZE** FOR ANY INCONVENIENCE.

RK-HILLLL Company Name

5020 SE Loop 286 Address

Port, Tens, 75462 City, State, Zip

903 715 5211 Phone

903 784 8887 Fax

Authorized Signature

Lander Dryidcon Name (Printed or Typed)

Sales Title

<u>O&/31/2020</u> Date <u>landon, davidson@, cK-hall.com</u> E-Mail

Page 16 of 25

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.	OFFICE USE ONLY				
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).	Date Received				
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. <i>See</i> 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.					
$\frac{1}{2}$ Name of vendor who has a business relationship with local governmental entity.					
RK-Hall, LUC					
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which				
³ Name of local government officer about whom the information is being disclosed.					
None					
Name of Officer					
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.					
N/A					
A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?	ikely to receive taxable income,				
Yes No					
B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity?	t income, from or at the direction income is not received from the				
Yes No					
5 Describe each employment or business relationship that the vendor named in Section 1 r other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	naintains with a corporation or officer or director, or holds an				
N/A					
6 Check this box if the vendor has given the local government officer or a family membe as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	r of the officer one or more gifts .003(a-1).				
7 Image: Signature of vendor doing business with the governmental entity	/3//2020 Date				

- 47 - -

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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/LG176.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 Israel Boycott Verification

Landon Davidson , the undersigned representative of

(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 namedabove, 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:

- "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
- "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, but does not include a sole proprietorship.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

- 1. Is between a governmental entity and a company with 10 or more full-time employees; and
- 2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

Organization Name Israel Boycott Verification

<u>- ひぞ /31 / ふッスい</u> DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the <u>31</u>St day of <u>August</u>, 20<u>20</u>, personally appeared <u>Landon Davickon</u>, 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

8.31-20



Date

CERTIFICATE OF INTERESTED PARTIES

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FORM 1295

_				
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE US CERTIFICATION	
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2020-663282		
	RK-Hall LLC		2020 000202	
	Paris, TX United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	09/01/2020	
	being filed. County of Hunt		Date Acknowledged	:
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide	ity or state agency to track or identify ded under the contract.	the contract, and pro	ovide a
	204-20			
	Road Rock, Tweive (12) Month Contract			
F		1	Nature	of interest
4	Name of Interested Party	City, State, Country (place of busin		pplicable)
\vdash			Controlling	Intermediary
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5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is bandon Pavidson	, and my date of	f birth is $02/28$	<u>/1988</u> .
	My address is 3733 Engle Bent	laris	ws. 75462	<u></u>
	(street)		state) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and corre	ect.		
	Executed inCoun	nty, State of <u>fexhs</u> , on the	day of <u>Siphinib</u>	<u>, 20 λυ</u> .
		A. ED	(monti	
		Signature of authorized agent of cor	ntracting husiness anti-	
		Signature of authorized agent of cor (Declarant)	nuacung pusiness enti	

CERTIFICATE OF INTERESTED PARTIES

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FORM 1295

1 of 1

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	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 cou of business.	•	Certificate Number: 2020-663282					
	RK-Hall LLC							
	Paris, TX United States		Date Filed:					
2	Name of governmental entity or state agency that is a party to t	the contract for which the fo	orm is	09/01/2020				
	being filed.		Data Aslandudada da					
	County of Hunt		Date Acknowledged: 09/23/2020					
	Puevide the identification sumber used by the governmental	mmental entity or state agency to track or identify the contract, and provide a						
3	description of the services, goods, or other property to be prov 204-20	rided under the contract.	k or identity t	ne contra	ct, anu prov	ide a		
	Road Rock, Twelve (12) Month Contract							
4					Nature of			
	Name of Interested Party	City, State, Country (pla	·	(check applicable				
				Co	ntrolling	Intermediary		
-								
				_+				
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is	y name is, and my date of birth is						
	No delana in							
	My address is(street)	(city)	,, (sta	ite) ((zip code)	(country)		
	declare under penalty of perjury that the foregoing is true and correct.							
	Executed inCou	inty, State of	, on the _	day o				
					(month)	(year)		
		Signature of authorized agent of contracting business entity						
Ļ	me woulded by Taylog Cables Commission	(Declarant) thics.state.tx.us Version V1.1.3a6						
-0	rms provided by Texas Ethics Commission www.	ethics.state.tx.us			version	v 1.1.3aoaa1/		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2019

		_									
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				CONTAC NAME:							
Marsh USA, Inc. 1166 Avenue of the Americas			NAME: PHONE (A/C, No, Eat): 212-345-0557 (A/C, No, Eat): 212-948-5527								
New York, NY 10036				E-MAIL ADDRESS: Brian.Lynch@marsh.com							
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500					INSURER(S) AFFORDING COVERAGE						
				INSURER A : ACE American Insurance Company				22667			
INSURED RK Hall, LLC			INSURER B : ACE Fire Underwriters Insurance Company				20702				
Summit Materials				INSURE	N/A						
2810 NW Loop 286 Paris, TX 75460				INSURE	RD:						
				INSURE							
COVERAGES CER	TIEI		NUMBER:	INSURE							
					-009875402-22 N ISSUED TO		REVISION NUMBER: 1	ICY PERIOD			
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY	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	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$				
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence) \$				
	i	ļ					MED EXP (Any one person) \$				
							PERSONAL & ADV INJURY \$				
							GENERAL AGGREGATE \$				
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$				
							COMBINED SINGLE LIMIT \$				
ANY AUTO							BODILY INJURY (Per person) \$				
OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$				
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE \$				
							\$				
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$				
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$\$				
DED RETENTION \$			140 0 0000 (0057		10/01/0010	10/04/00/00	\$\$				
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLR C66040057	`	12/31/2019	12/31/2020	X PER OTH- STATUTE ER	(000 000			
ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	1	AL,AR,CO,CT,FL,ID,IA,KS,KY,MI				E.L. EACH ACCIDENT \$	1,000,000			
(Mandatory in NH)			MO,NC,NJ,NV,OK,SC,TN,TX,UT,VA,WV SCF C66040094 (WI)		12/31/2019	12/31/2020	E.L. DISEASE - EA EMPLOYEE \$	1,000,000			
B If yes, describe under DESCRIPTION OF OPERATIONS below	-	–			12/3 1/2013	12/01/2020	E.L. DISEASE - POLICY LIMIT \$	1,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	0 101, Additional Remarks Schedu	le, may b	e attached if mor	e space is requir	ed)				
EVIDENCE OF COVERAGE											
CERTIFICATE HOLDER		_		CAN	CELLATION						
	_										
COUNTY OF HUNT 2507 LEE STREET, ROOM # 104 GREENVILLE, TX 75401					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 of Marsh USA Inc.						
Lau						Lauren Giagrande Souren Giangrande					

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