



HENDERSON COUNTY

INVITATION FOR BIDS

BID OPENING DATE AND TIME: JUNE 1, 2010, 2:00 P.M. IFB NO. 10-10

ASPHALTS, OILS & EMULSIONS – DELIVERED ONLY

Bids must be sealed in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation for Bid and other contract provisions, will be received at the Henderson County Purchasing Office, 100 E. Tyler St. Room 303, Athens, Texas 75751 until 2:00 P.M. **Central Time June 1, 2010.**

BIDS MUST BE RETURNED BY DATE/TIME SHOWN ABOVE IN A SEALED ENVELOPE CLEARLY LABELED WITH THE NAME AND ADDRESS OF OFFEROR, IFB NO. AND BID OPENING DATE AND TIME ON THE OUTSIDE OF THE ENVELOPE. OFFEROR MUST RETURN THIS COVER SHEET AND THE BID RESPONSE FORM ATTACHED ALONG WITH REQUESTED INFORMATION.

Any bid received later than the specified time, whether delivered in person or mailed, shall be Returned unopened.

Any questions pertaining to the bid should be directed in writing to Sherrie Carmichael or e-mailed to scarmichael@co.henderson.tx.us, no bid will be accepted unless in a sealed envelope.

Check if declining to bid. State reason:

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

Name and Address of Offeror:

(Authorized Signature and date)

(Name of authorized representative)

(Zip)

(Title)

(Federal I. D. Number)

(Telephone)

(Email Address)

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Invitation for Bid; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All bids shall be binding upon the respondent if accepted by the County within sixty (60) days of the bid opening.

Bids are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this bid with price(s) quoted, Contractors certify and agree to the following:**

BID REQUIREMENTS: Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Henderson County in addition to the requirements of this form. The **signed cover sheet** and the bid **response form**, must be received by the Henderson County Purchasing Department on or before the hour and date specified. Late and/or unsigned Bids will not be considered under any circumstances. Bids cannot be altered or amended after due date and time.

BID CERTIFICATION: The Offeror agrees that submission of a signed bid is certification that the Offeror will accept an award made to it as a result of the submission.

BID AFFIRMATION: Signing this bid with a false statement is a material breach and shall void the submitted bid or any resulting contract(s), and the Offeror shall be removed from all bid lists. By signature, the Offeror certifies that the Offeror has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Henderson County Elected Official or employee in connection with the submitted bid; (ii) received compensation for participation in the preparation of this Invitation for Bids or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this Invitation for Bids.

ACKNOWLEDGEMENT OF AMENDMENTS: Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by Henderson County by the time and at the place specified for receipt of Bids.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Sherrie Carmichael at the above address. Offerors are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

BID WITHDRAWAL: after opening, Offerors will not be allowed to withdraw their bid unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Henderson County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the bid. Such request shall be received by Henderson County within 10 days after opening. If permitted to withdraw the bid, the Offeror shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. **Prior to opening,** Offeror may withdraw simply by making a written request to Henderson County; no explanation is required.

BID PRICES: Offeror must price per unit shown. Unit prices shall govern in the event of extension errors. Bid prices shall be firm for Henderson County acceptance for sixty (60) days from due date and withdrawals are not permitted. The price for the goods shall be no higher than the lowest price charged to the Seller's customers who take delivery in substantially similar amounts under similar conditions during the same period of time. If before delivery of the goods, Seller offers to sell such goods to such customers at a price(s) lower than specified on this bid, Seller shall reduce the price charged to Henderson County to reflect such lower prices(s).

SPECIFICATION: Catalog, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless expressly stated otherwise. If proposing on other than referenced items, Offeror must show manufacturer, brand or trade name and other description of goods offered. Manufacturer's standard warranty shall apply unless otherwise stated in the Invitation for Bid.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being **FOB destination.** Deliveries are to be made per Purchasing Department instructions. Shipments sent C.O.D. without Henderson County's consent will not be accepted and will be at Seller's risk.

PACKAGING: The risk of loss or damage in transit shall be upon the Seller. Upon receipt of written instruction from Henderson County, Seller will promptly replace any goods damaged in transit and make good any defects in the goods, which Henderson County may discover within a reasonable time without prejudice to such further or other remedies, which may be sought by Henderson County at law, or in equity. Seller must enter with the carrier and prosecute all claims for damage or loss in shipment.

INSPECTION: Acceptance of the goods is subject to Henderson County inspection and approval. Such inspection and approval may be made within 10 days after the date of delivery. Notwithstanding the preceding sentence, Henderson County shall have reasonable time within which to reject goods with defects not noticeable by visual inspection, after discovery thereof. All goods failing to meet Henderson County inspection and specification may be accepted by Henderson County with an equitable adjustment in price, sold for the account of Seller or be held or returned at Seller's risk and expense, at Henderson County's option, all without prejudice to Henderson County other remedies at law or in equity. The cost of rework, inspection, transportation, repackaging, and re-inspection shall be at Seller's expense.

WARRANTY: In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Henderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will run to Henderson County.

SAMPLES: Samples, when requested, shall be furnished free of expense to Henderson County. If not destroyed or consumed in examination, they will be returned to the Offeror, upon written request, at Offerors expense. Each sample must be marked with the Offerors name and address.

MATERIAL SAFETY DATA SHEETS: The Seller shall provide, at no additional cost 1 copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) to Henderson County. If OSHA or federal, state or local laws provide for other requirements, such requirements are in addition to the MSDS requirement.

QUANTITIES: Quantities indicated in the bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the bid price.

AWARD: Henderson County reserves the right to award this contract on the basis of 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 highest dollar offer 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. In determining responsible Offeror the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in bid award.

CONTRACT AWARD: A response to this Invitation for Bids is an offer to sell based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through issuance of a written Purchase Order or Contract by Henderson County Commissioners Court. This bid along with worksheets, submitted documents when properly accepted and awarded by Henderson County Commissioners' Court, shall constitute a contract equally binding between the successful Offeror and Henderson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

MULTIPLE BID AWARD: At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate Contractor. Henderson County reserves the right to con-currently award this bid to the Second Highest Offer. The Second Highest Offeror may provide services requested by Henderson County in the event that the Awarded Offeror experiences circumstances, which prevent the Awarded Offeror from providing the service requirement within the time frame, set forth by the County.

OFFERORS RESPONSIBILITY: The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

PROTESTS: A supplier who disagrees with an action taken by the Purchasing Department shall submit a written protest stating the basis for its position. The Purchasing Department may meet with the supplier and in any case shall provide a prompt written response to the supplier's protest. If the supplier requests further review of the action of the Purchasing Department, such review shall be promptly conducted by Counsel for Henderson County.

TIE BIDS: Award will be made by drawing of lots. Consistent and continued tie Bids could cause rejection of Bids by Henderson County and/or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Henderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not

affect the validity of the contract or any part thereof or the right of Henderson County to enforce any provision at any time in accordance with its terms.

SALES TAX: Henderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Henderson 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 Henderson County Auditor.

ORAL STATEMENTS: Henderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Henderson County Purchasing Department.

INDEMNITY: Seller shall indemnify and hold Henderson County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly for 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 the terms of this bid. Certification of such coverage must be provided to the County before beginning any work.

REMEDIES: If Seller breaches any term of a contract, Henderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Henderson County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing cost, and incidental, consequential or special damages incurred by Henderson County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Henderson County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Henderson County may treat such act as a breach hereof. Henderson County may assign or delegate all or any part of its right and duties hereunder.

CANCELLATION: Upon thirty (30) days written notice to Seller, Henderson County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful Offeror must state therein the reasons for such cancellation. Henderson County reserves the right to award cancelled contract to next lowest and best Offeror as it deems to be in the best interest of the County.

APPLICABLE LAWS: Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Henderson County. The goods may be returned or held for the account of seller, all at Seller's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Henderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

FUNDING CLAUSE: Henderson County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement from other sources, this Agreement may be terminated. To effect the termination of this Agreement, Henderson County shall, thirty days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The Contractor will submit a final invoice and coordinate with the Purchasing Agent to remove all property belonging to said Contractor as soon as possible. The final invoice will be verified and approved by Purchasing Agent. Thereupon, Henderson County will be released from its obligation to make all further payments.

COOPERATIVE CONTRACTS: Henderson County reserves the right to make purchases from governmental cooperative contracts or other Contractors to meet county needs. Governmental entities within Henderson County utilizing inter-governmental contracts with Henderson County will be eligible, but not obligated, to purchase goods and/or services under the contract(s) awarded as a result of this solicitation. Using entities are responsible for obtaining charge authorization levels from awarded Contractor and are responsible for conforming to their statuted auditing regulations. All purchases by using entities will be billed directly to that entity and paid by that entity. Henderson County will not be responsible for another governmental entity's debts. Each entity will order their goods and/or services as needed.

AUTHORIZED PERSONNEL: County employees, other than those designated by the county auditor are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Henderson County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

CONTRACT EXTENSION: The County shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time unless otherwise stated in this Bid. Contracts are extended upon mutual agreement of both Vendor and the County. The County of Henderson will not consider Contract extensions which include any increase in unit Bid prices.

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

EXCEPTION/SUBSTITUTIONS: All Bids meeting the intent of this Invitation for Bid will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications of the Request. Henderson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published IFB package, then in the event of any conflict between the terms and provisions of the County's published IFB, or any portion thereof, and the terms and provisions of the response made by offeror, the County's IFB **as published** shall control. Furthermore, if an alteration of any kind to the County's published IFB is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SUSPENSION, DEBARMENT, AND TERRORISM: Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Governmental Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list as described in Executive order 13224.

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

Any responses, worksheets and/or submitted documents to this IFB becomes the property of Henderson County unless withdrawn before the due date and time of this Bid.

SPECIAL TERMS AND CONDITIONS

The Contract period will be for twelve (12) month effective July 1, 2010 through June 30, 2011. Henderson County reserves the option to award any or all items to multiple vendors.

Price Adjustments: Henderson County will permit a “unit price” adjustment quarterly (every 90 days) based on changes to the PRODUCER PRICE INDEX (PPI). Unless otherwise indicated, the price index shall be the specified index as published by the U.S. Department of Labor, Bureau of Labor Statistics, web site: <http://www.bls.gov>.

The baseline index shall be the price posted for the month of May, 2010. The allowable percent change shall be calculated by subtracting the baseline price index from the price posted for the month in which the price adjustment is requested (at least 90 days from bid opening) and dividing the results by the baseline price. This is the allowable percent change.

Subsequent baseline price will be the current unit price subtracted from the price posted for the month adjustment is requested (at least 90 days from last increase) and dividing the results by the current baseline price. This is the allowable percent change.

Vendor shall request unit price adjustments in writing. All adjustments shall be supported by acceptable documentation of the cost increase. Henderson County will respond to Vendor’s price adjustment requests within fourteen (14) days after receipt of a properly submitted request.

New prices do not go into effect until approved by the Henderson County Commissioners Court. The contractor may implement immediately any price decrease that may become available.

The price change will be effective subsequent to approval by the Commissioners Court and may not be retroactive.

The successful bidder(s) must submit a copy, of the notice of approval by the Railroad Commission, of any change, in the hauling charges that the vendor may pass on to the consumer. This notice must be submitted with the first invoice after such change is effective.

All prices quoted in this contract will include all delivery costs, and freight to various locations (County Barns, and/or job site) within Henderson County, according to the instructions of the Commissioner at the time of order. It is the responsibility of the Contractor to deliver the product by owned or contracted means.

Award criteria:

Henderson County will award the bid for the items that will serve the County’s best interest; therefore, the following criteria will be used when evaluating bids:

1. quality of product
2. adherence to specifications as stated in this Invitation for Bid
3. vendors ability to furnish unit in a timely manner
4. price

Contractors must, upon the request of Henderson County, furnish satisfactory evidence of their ability to furnish products or services, in accordance with the terms and conditions of these specifications.

MATERIAL MUST MEET SPECIFICATIONS IN ACCORDANCE WITH THE LATEST TEXAS DEPARTMENT OF TRANSPORATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES.

INSURANCE REQUIREMENTS: The Seller shall provide Henderson County prior to the start of any contract for goods and/or services with a certificate of insurance and agrees to maintain at the Seller's expense such insurance with companies qualified to do business in Texas.

Types and Minimum limits of Insurance

- a. Worker's Compensation Insurance as required by the **STATE OF TEXAS - STATUTORY.**
- b. Employer's Liability Insurance with a limit of not less than **\$500,00.00**
- c. Comprehensive General Liability with limits of **\$1,000,000.00** per occurrence/aggregate, including product and completed operations coverage.
- d. Auto liability limits **\$1,000,000.00.**
- e. Deductible shall be **\$5,000** or less on each of the above listed coverage

Henderson County shall be named as an **Additional Insured** and held harmless as respects to the service or work performed.

FAILURE TO COMPLY WITH LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE CONTRACT.

SPECIFICATIONS FOR ASPHALTS, OILS & EMULSIONS

Bids that do not conform to these specifications will be considered non-responsive and will give cause for rejection.

Scope and intent: the purpose is to have prime coat, seal coat and emulsion materials delivered to the ordering Precinct's desired locations within Henderson County.

Materials must meet specifications in accordance with the latest TXDOT standard specifications for construction and maintenance of highways, streets, and bridges.

Requirements of vendor:

1. Deliveries must be coordinated with the requesting Commissioner or his designee.
2. It will be the responsibility of the Contractor to deliver the product by owned or contracted means.
3. Contractor will utilize all safety measures and equipment necessary to protect personnel, equipment and traffic from undue hazard or accident.
4. Deliveries tickets must be presented upon delivery of materials and signed by a County Employee
5. Invoices must have a detailed description of aggregate, ticket number(s), amount(s) delivered and purchase order number
6. List the size of truckloads available and type of truck delivery available (e.g., dump, flowboy)
7. List the location of plants or quarry which products is supplied from
8. Reporting requirements: Contractor will submit to the County Auditor a quarterly report detailing the following – description of aggregate and quantity delivered

County responsibilities:

1. Ordering Precinct will be responsible to verify quantity and quality of deliveries
2. Ordering Precinct will issue a Purchase Order
3. Ordering Precinct will arrange to have a County Employee on site of delivery

Quality assurance:

Henderson County reserves the right to sample and test, by an independent testing laboratory, any load of product delivered. If the product fails testing, Henderson County has the right to refuse to pay for the unsatisfactory load(s) and to charge the cost of testing to the supplier of the failed product.

Any questions regarding material specifications must be in writing to the Purchasing Dept, 100 E. Tyler St, Room 303, Athens , Texas and must be received a minimum of 5 days prior to the bid submission date.

Quantities indicated in the Bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the bid price.

The following products are included in this bid:

STATE SPECIFICATIONS ITEM 300

PLANT MIXED ASPHALT - HOT MIX - ITEM 340 (STATE SPECS):

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

PLANT MIXED ASPHALT - COLD LAID - ITEM 334 (STATE SPECS):

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

EMULSION: - CRS - 2P - OR EQUIVALENT

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

EMULSION: - CWE - 2 - OR EQUIVALENT

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

EMULSION: - CRS - 2 - OR EQUIVALENT

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

REFINED ROAD OIL - (CRACKED FUEL OIL)

	MIN.	MAX.
Asphalt content of 100 Penetration @ 77 F, %.	65	80
Paraffin content	--	0
Flash Point C.O.C., F.	250	--
Kinematic Viscosity at 140 F, CST	--	550
Loss @ 212 F, 20 g, 5 hrs. %	--	3.0
Water and Sediment, %	--	2.0
Recommended Application and mix Temperature, F.	160	220

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____
IS AUTO DUMP VALVE, INSIDE CAB, AVAILABLE ON ALL TRUCKS: ____yes ____no?

PRIME COAT: MC - 3000

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

SEAL COAT: AC - 10

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

OIL SAND:

LOCATION OF PLANT/SUPPLIES _____
TYPE AND SIZE OF TRUCKS USED _____

PROPOSAL FORM
Bidders must price per unit shown

PLANT MIXED ASPHALT - HOT MIX: - Estimate annual quantity - 475 tons

\$ _____ price per ton picked up
Delivered to Pct. #1 - \$ _____ per ton
Delivered to Pct #2 - \$ _____ per ton
Delivered to Pct #3 - \$ _____ per ton
Delivered to Pct # 4 - \$ _____ per ton

PLANT MIXED ASPHALT - COLD LAY: - Estimate annual quantity - 1653 tons

\$ _____ price per ton picked up
Delivered to Pct. #1 - \$ _____ per ton
Delivered to Pct #2 - \$ _____ per ton
Delivered to Pct #3 - \$ _____ per ton
Delivered to Pct # 4 - \$ _____ per ton

EMULSIONS: - CRS - 2P - Estimate annual quantity - 52500 gallons

\$ _____ price per GAL picked up
Delivered to Pct. #1 - \$ _____ per GAL
Delivered to Pct. #2 - \$ _____ per GAL
Delivered to Pct. #3 - \$ _____ per GAL
Delivered to Pct. #4 - \$ _____ per GAL

EMULSIONS: - CWE - 2 - Estimate annual quantity - 18179 gallons

\$ _____ price per GAL picked up
Delivered to Pct. #1 - \$ _____ per GAL
Delivered to Pct. #2 - \$ _____ per GAL
Delivered to Pct. #3 - \$ _____ per GAL
Delivered to Pct. #4 - \$ _____ per GAL

EMULSIONS: - CRS - 2 - Estimate annual quantity -

\$ _____ price per GAL picked up
Delivered to Pct. #1 - \$ _____ per GAL
Delivered to Pct. #2 - \$ _____ per GAL
Delivered to Pct. #3 - \$ _____ per GAL
Delivered to Pct. #4 - \$ _____ per GAL

REFINED ROAD OIL: - Estimate annual quantity - 450 - bbl

Delivered to Pct. #1 - \$ _____ per BBL
Delivered to Pct. #2 - \$ _____ per BBL
Delivered to Pct. #3 - \$ _____ per BBL
Delivered to Pct. #4 - \$ _____ per BBL

PRIME COAT: MC 3000

Delivered to Pct. #1 - \$ _____ per GAL
Delivered to Pct. #2 - \$ _____ per GAL
Delivered to Pct. #3 - \$ _____ per GAL
Delivered to Pct. #4 - \$ _____ per GAL

SEAL COAT: AC 10

Delivered to Pct. #1 - \$ _____ per GAL
 Delivered to Pct. #2 - \$ _____ per GAL
 Delivered to Pct. #3 - \$ _____ per GAL
 Delivered to Pct. #4 - \$ _____ per GAL

OIL SAND: - Estimate annual quantity - 1065 - tons
 \$ _____ price per ton picked up

Delivered to Pct. #1 - \$ _____ per ton
 Delivered to Pct #2 - \$ _____ per ton
 Delivered to Pct #3 - \$ _____ per ton
 Delivered to Pct # 4 - \$ _____ per ton

LIST DEMURRAGE CHARGES AND TIME LIMITS _____

LIST ANY ADDITIONAL CHARGES NOT LISTED ABOVE _____

STATE SIZE OF DELIVERY TRUCKS FOR EACH PRODUCT AND INDICATE ANY QUANTITY
 MINIMUM THAT MAY APPLY _____

CHARGES FOR ANY DELIVERIES BELOW MINIMUM _____

PAGES 1 AND 10-15 MUST BE RETURNED IN RESPONSE TO THIS BID.

**WORKERS' COMPENSATION
AFFIDAVIT**

STATE OF TEXAS

**§
COUNTY OF HENDERSON**

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, upon oath declared that the statements and capacity acted in are true and correct.

I am a duly authorized officer of _____, and hereby certify that all "persons providing 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 commissioners' Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions.

I furthermore certify that the company will provide, to Henderson County, certificates of coverage showing statutory workers' compensation insurance coverage for all "persons providing services on the project", including all entities.

I hereby acknowledge that "persons providing services on the project" includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity that 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 the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Henderson County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Henderson County.

By: _____ Title: _____

Signature: _____ Company: _____

Subscribed and sworn to before me, this _____ day of _____, _____ to certify which witness my hand and seal of office:

Notary Public – Signature

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007