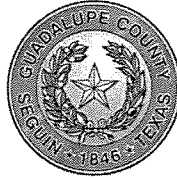


GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS



OPENING DATE: 2 PM – TUESDAY, DECEMBER 9, 2008

BID NUMBER 09-3580

SEALED BIDS, SUBJECT TO THE PROPOSAL DOCUMENTS HERETO ATTACHED,
FOR LIQUID ASPHALTIC MATERIALS ARE BEING ACCEPTED.

BY SUBMITTING A BID, VENDOR HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS OF
THE BID DOCUMENTS, AND TO ALL TERMS AND CONDITIONS OF THE CONTRACT.

JANUARY 1, 2009 TO DECEMBER 31, 2009

THIS CONTRACT IS FOR A ONE (1) YEAR PERIOD WITH A SECOND YEAR OPTION.

Legal Name Of Contracting Company

Federal I.D.# (Company Or Corporation)

Social Security # (Individual)

Telephone Number

Facsimile Number

Contact Person

Title

Complete Mailing Address

City & State

Zip

Complete Street Address

City & State

Zip

BID NO. 09-3580

GUADALUPE COUNTY INVITATION FOR BIDS
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BID SUBMISSIONS

DEADLINE: Bids must be received in the County Judge's office prior to **2:00 pm on Tuesday, December 9, 2008**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, 2nd floor, Guadalupe County Administration Building, 307 W. Court, Seguin, Texas 78155. ***Late bids will not be accepted under any circumstances!***

SUBMITTAL: Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "LIQUID ASPHALTIC MATERIALS BID", "BID NUMBER 09-3580", and "DECEMBER 9, 2008" written in the lower left-hand corner of the envelope containing the bid.

ADDRESS: Sealed bids may be hand-delivered or mailed to the County Judge Mike Wiggins, Guadalupe County, 307 W. Court, Suite 200, Seguin, Texas 78155.

METHODS: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF BID: Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initiated by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

TAX EXEMPT STATUS: The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

BID REQUIREMENTS

COMPLETED PROPOSAL: A completed proposal means an original bid and one (1) copy must be submitted of each of the following: 1) Bid Submission Form (page 7), the Contract page (page 8), the Affidavit (page 9), and the Conflict of Interest Questionnaire (page 10 and page 11). Each of these must be **COMPLETED AND SIGNED**.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

LATE BIDS: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Guadalupe County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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, and
4. Be otherwise qualified and eligible to receive an award.

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Guadalupe County may request representation and other information sufficient to determine the bidder's ability to meet these minimum standards listed above.

AWARD

CONTRACT PERIOD: The contract period is from January 1, 2009 through December 31, 2009 and may be extended for one (1) additional year (through December 31, 2010).

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit. This price must be good for the entire period of the contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.

ORDERING: All items will be ordered on an "as needed" basis.

AVAILABILITY: It is expressly understood and agreed that in case Guadalupe County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

LOCATION: For items included on this bid that are not delivered, location will be an important factor in the evaluation of bids. Distance will be reviewed both from the aspect of potential projects for the County for the upcoming year and for the distance to the County Road and Bridge locations within the County.

SALES TAX: Guadalupe County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

CONTRACT: This Bid, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful bidder and Guadalupe County. The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

EVALUATION CRITERIA: Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to, bidder meeting the County's published specifications, bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any factor which could reasonably be asserted as being relevant to successful performance. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area or areas based on the most convenient location(s) for the using department.

As stated in the Local Government Code, §262.027 (e), "... the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material".

REJECTION OR ACCEPTANCE: A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items or areas, even though awards are made for others. The convenience of

GUADALUPE COUNTY INVITATION FOR BIDS
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having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Guadalupe County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Guadalupe County.

CONTRACT ADMINISTRATION: Under this contract, Larry Timmermann, Road and Bridge Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder.

SPECIFICATIONS

All bids must be submitted on the attached Bid Form. By submitting a Bid, Vendor hereby agrees to all of the terms and provisions of the Bid Specifications, and to all the terms and provisions of the contract. (A copy of the contract is hereto attached.)

1) **CONTRACT PERIOD**

This contract is for the period of January 1, 2009 through December 31, 2009.

2) **ITEMS TO BE BID:**

HFRS-2 HIGH FLOAT EMULSION - SHALL BE DELIVERED AT 165° (± 10°)

AEP EMULSION – WATER SOLUBLE 24 HOUR CURE TIME

AC-5 ASPHALT CEMENT - SHALL BE DELIVERED AT 300° (± 10°)

AC-10 ASPHALT CEMENT - SHALL BE DELIVERED AT 300° (± 10°)

HFRS-2P HIGH FLOAT EMULSION - SHALL BE DELIVERED AT 165° (± 10°)

SS1 – WATER SOLUBLE

Please quote prices for product delivered to Guadalupe County as well as product picked up from your location in our truck.

- 3) Quantities used will vary. Guadalupe County hereby makes no statement as to estimated usage and no stipulated usage can be demanded by supplier.
- 4) Guadalupe County considers 4000 gallons a full load. Therefore, we will not accept any short load charges for 4000 gallons or over.
- 5) Guadalupe County will not pay any demurrage charges.
- 6) Include all charges in the price per gallon. Guadalupe County will not pay any additional charges (i.e., fee for pumping materials at time of delivery), unless the order is under 4000 gallons.

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7) **MINIMUM DELIVERY REQUIREMENTS:**

Delivery of materials ordered are required within twenty-four (24) hours of order being placed, unless a later delivery time is requested. Orders placed on Friday are not required to be delivered until the following Monday, at the earliest. Delivery shall be made during routine business hours (7:30 a.m. to 4:00 p.m.)

- 8) Testing may be performed at the request of Guadalupe County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County.

TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003.

DISCLOSURE REQUIREMENTS: In accordance with Local Government Code §176.004, all prospective bidders **shall complete the conflict of interest questionnaire and submit it with their bid.** (The Texas Legislature passed House Bill 914 during the 2005 legislative session which require the conflict on interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of Guadalupe County.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

FORCE MAJURE: Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

CANCELLATION OF CONTRACT:

Either party may terminate this contact with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Larry Timmermann, Road and Bridge Administrator, Guadalupe County, 2605 N. Guadalupe, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

**GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS**

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations.

INVOICING: Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Guadalupe County Purchase Order Number in order to be processed for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable: Sharon Riggs 830-303-4188 ext. 370.

ASSIGNMENT OF CONTRACT:

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

SILENCE OF SPECIFICATIONS: The apparent silence of these 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 these specifications shall be made on the basis of this statement

HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold Guadalupe County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, 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 proposal. Certification of such coverage must be provided to the County upon request.

WAIVER OF SUBROGATION: By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from contractor's performance under this agreement.

QUESTIONS REGARDING BID DOCUMENTS: Questions concerning this bid should be directed to the County Road Administrator, Larry Timmermann, at 830-379-9721.

Guadalupe County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the county.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS
BID SUBMISSION FORM

I, _____, representing the firm of _____, do hereby agree to supply Liquid Asphaltic Materials to Guadalupe County, for the period between January 1, 2009 and December 31, 2009, as per the attached bid specifications. Inclusive, in accordance with the requirements set forth in the bid specifications. My bid prices shall include any and all charges in the price per gallon as follows:

| | <u>PRICE PER GALLON</u> | |
|------------------------------------------------|-------------------------|-----------|
| | PICK-UP | DELIVERED |
| HFRS-2 HIGH FLOAT EMULSION 165° (± 10°) | _____ | _____ |
| AEP EMULSION – WATER SOLUBLE 24 HOUR CURE TIME | _____ | _____ |
| AC-5 ASPHALT CEMENT 300° (± 10°) | _____ | _____ |
| AC-10 ASPHALT CEMENT 300° (± 10°) | _____ | _____ |
| HFRS-2P HIGH FLOAT EMULSION 165° (± 10°) | _____ | _____ |
| SSI - WATER SOLUBLE | _____ | _____ |

Please quote prices for products delivered to Guadalupe County as well as for product picked up from your location in our truck.

I am aware of the fact that the amount designated as the "Bid price per gallon" cannot be changed during the term of this contract.

 Signature of individual representing bidding firm

 Date

 Printed name of bidding firm

Name of Salesman _____

**GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS
GUADALUPE COUNTY
LIQUID ASPHALT MATERIALS CONTRACT**

ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Bid: _____ Date _____

Printed Name and Title of Signer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone No.: _____ Fax No.: _____

Physical location of plant where materials can be picked up: _____

The Commissioners Court of Guadalupe County, Texas does hereby agree to purchase Liquid Asphalt Materials from _____ for the period between January 1, 2009, and December 31, 2009, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2008.

APPROVED:

ATTEST:

MIKE WIGGINS, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS
AFFIDAVIT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the following, who upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Notary Public in and for _____ County, Texas

Name of Bidder: _____

Signed by: _____

Title: _____

Date: _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Guadalupe does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

**GUADALUPE COUNTY INVITATION FOR BIDS
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| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
| For vendor or other person doing business with local governmental entity | | | |
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table> | OFFICE USE ONLY | Date Received |
| OFFICE USE ONLY | | | |
| Date Received | | | |
| <p>1 Name of person doing business with local governmental entity.</p> | | | |
| <p>2</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | | | |
| <p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> | | | |
| <p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> | | | |

Adopted 11/02/2005

**GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

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Signature of person doing business with the governmental entity

Date

Adopted 11/02/2009

**GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS
I M P O R T A N T**

BIDDER'S / PROPOSER'S CHECKLIST

Check off each of the following as the necessary action is completed.

- The prices have been checked.**

- The **VENDOR IDENTIFICATION PAGE** has been completed, signed, dated and included in your bid package. (Page 1)

- The **BID SUBMISSION FORM** has been completed, signed, dated and included in your bid package. (Page 7)

- The **CONTRACT** with the County Commissioners has been completed, signed, dated, and included in your bid package. (Page 8)

- The **AFFIDAVIT** signed, notarized, and included in your bid package. (Page 9)

- The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated, and included in your bid package. (Page 10-11)

- The mailing envelope has been addressed to:

County Judge Mike Wiggins
Guadalupe County
307 West Court Street, Suite 200
Seguin, Texas 78155

- The mailing envelope contains the original and one (1) copy.

- The mailing envelope has been sealed and marked:
 - A. Bid number
 - B. Name of proposal
 - C. Opening date and time

**GUADALUPE COUNTY WISHES TO THANK ALL VENDORS
FOR THEIR INTEREST AND PARTICIPATION.**