

Bid for Gasoline and Diesel Fuel

Upshur County is requesting bids for Gasoline and Diesel Fuel as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

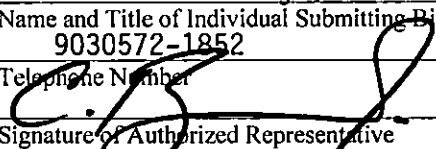
<u>Quantity</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
50,000	Gasoline dock price as of 2:00 p.m. February 15, 2019	GAL	\$ <u>1.5890</u>	
	Profit Margin	GAL	\$ <u>.0500</u>	
	Total		1.6390	\$ <u>81,950.00</u>
70,000	Diesel (ULSD) dock price as of 2:00 p.m. February 15, 2019	GAL	\$ <u>2.0340</u>	
	Profit Margin	GAL	\$ <u>.0500</u>	
	Total		2.0840	\$ <u>145,880.00</u>
TOTAL BID: \$ <u>227,830.00</u>				

Additional profit margin if tanker loads are requested by Upshur County: \$.1100

NOTE: Margins include the base freight rate, accompanied by the current fuel and insurance surcharge, and pump charge (35.00) from the Mt. Pleasant Delek terminal. If, for any reason, the Mt. Pleasant terminal is out of product due to hurricanes or any other supply disruption, a secondary terminal will be used. Freight rates, fuel and insurance surcharges and pump charge will be based upon loaded miles. If this scenario should ever happen, Jackson Oil has the flexibility to lift product from Big Sandy, Tyler, Waskom, Caddo Mills, Shreveport, LA, and Wynnewood, OK.

Minimum delivery rates will apply for all fuel orders less than 7500 gallons.

Invoice terms are "Net 10 Days."

Jackson Oil Company, Inc.	75-1285727
Firm Submitting Bid	Federal ID Number
310 W. 15th Street	
Address	
Mt. Pleasant, TX 75455	
City, State, Zip	
Charles A. Burge, Jr.	jacksonoil@sbcglobal.net
Name and Title of Individual Submitting Bid	E-Mail Address
9030572-1852	903-572-1855
Telephone Number	Fax Number
	
Signature of Authorized Representative	

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Titus County
100 W. 1st Street, #202
Address: Mt. Pleasant, TX Phone No. 903-577-6769
Contact person: James Webster Title Business Manager

2. Name: City of Mt. Pleasant
501 N. Madison
Address: Mt. Pleasant, TX Phone No. 903-575-4000
Contact person: Regina Smith Title Purchasing Agent

3. Name: Franklin County
PO Box 989
Address: Mt. Vernon, TX Phone No. 903-537-8334
Contact person: Betty Sue Allen Title County Treasurer

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Jackson Oil Company Inc.
 Mount Pleasant, TX United States

Certificate Number:
 2019-449492

Date Filed:
 02/06/2019

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

UPSHUR COUNTY

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

UP01-18
 GASOLINE AND DIESEL FUEL

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

5 Check only if there is NO Interested Party.

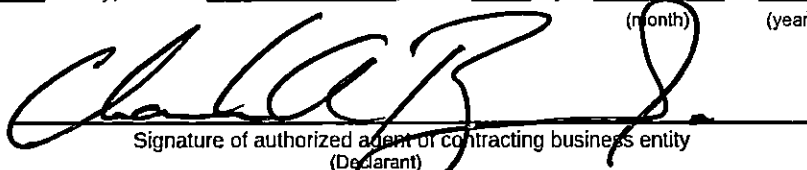
6 UNSWORN DECLARATION

My name is Charles A. Burge, Jr., and my date of birth is 05-20-1964.

My address is 310 W. 15th Street, Mt. Pleasant, TX, 75455, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Titus County, State of Texas, on the 13 day of Feb, 2019.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

The County of Upshur
State of Texas

Bid # UP01-19
For: Gasoline and Diesel Fuel
Bid opens date/time: February 28, 2019 @ 9:00 a.m.

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

Sealed bids shall be delivered no later than:

Date/Time: February 27, 2019 @ 5:00 p.m.
Location: Upshur County Judge, 100 W. Tyler St, 3rd Floor County Courthouse, PO Box 790, Gilmer, TX 75644
Mark Envelope: Bid-UP01-18 Gasoline and Diesel Fuel

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Upshur County reserves the right to waive simple informalities in this Invitation to Bid.

Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3rd Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, **please contact Andy Jordan, Upshur County Road Administrator, at 903-843-7623.**

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<p>Must file online at www.ethics.state.tx.us/File</p>			

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Important Notice! The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Upshur County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

Conflict of Interest Disclosure

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Upshur County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense.

The form can be found at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

Upshur County
Bid # UP01-19 Gasoline and Diesel Fuel
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Gasoline and Diesel Fuel

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<u>Bids should be clearly marked:</u> Bid # UP01-19 Gasoline and Diesel Fuel

RETURN SEALED BID TO the following address
February 27, 2019 not later than 5:00 p.m.

Upshur County Judge
100 W. Tyler Street 3rd Floor
P.O. Box 790
Gilmer, Texas 75644

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Judge's Office before the opening date and time.
The time stamp located in the County Judge's Office will be considered the official time
the bids are received.

GENERAL REQUIREMENTS FOR SEALED BIDS

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

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Upshur County Road Administrator will issue an addendum addressing the nature of the change. Bidders must sign it and include it in the returned bid package.

ASSIGNMENT

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

AWARD

Upshur 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 bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

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 Checks are not acceptable.

CONTRACT OBLIGATION

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. **This contract is bound when accepted by Commissioners Court.** 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 Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

DISQUALIFICATION OF BIDDER

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

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), 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 contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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, Upshur County's interpretation shall govern.

GOVERNING LAW

This request for bid is governed by the competitive bidding 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 Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Upshur 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 a bidder 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.

INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder 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 bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer'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 proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur 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", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. Late Sealed Bids will not be accepted.

PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without an Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. 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. 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 Upshur County without prejudice to other remedies provided by law. Where delivery times are critical, Upshur County reserves the right to award accordingly.

SCANNED OR RE-TYPED RESPONSE

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

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 proposed.

SUPPLEMENTAL MATERIALS

Bidders 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 bidder 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

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur 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 Upshur County Road & Bridge Department.

TERM CONTRACTS

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

TERMINATION

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur 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 Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

WAIVER OF SUBROGATION

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

WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

Upshur County
Bid UP01-19 Gasoline and Diesel Fuel
Instructions/Terms of Contract

Upshur County is requesting bids on Gasoline and Diesel Fuel. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Delivery: Bid price must include all costs, freight, FOB destination and delivery based on delivery to Upshur County Road & Bridge Department in quantities ordered by the Upshur County Road and Bridge Department.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders 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 bidder has not taken exceptions and Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and 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, and;
5. Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

Upshur County
Bid UP01-19 Gasoline and Diesel Fuel
Instructions/Terms of Contract

NOTICE OF INSURANCE SECTION

Please Read Carefully

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Upshur County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Upshur County, Texas.

Upshur County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Upshur County, Texas through its County Road Administrator, Andy Jordan, PO Box 730, Gilmer, Texas 75644, thirty (30) days written notice of same.

Upshur County
Bid UP01-19 Gasoline and Diesel Fuel
Instructions/Terms of Contract

Termination for Default: Upshur 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. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.

Upshur County
Bid # UP01-19 Gasoline and Diesel Fuel
Specifications

Scope:

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Gasoline and Diesel Fuel. The bid will be effective starting March 15, 2019 and expiring February 28, 2020 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Bids must include the brand and specifications of fuel. Delivery of fuel will normally be by the transport load and shall be delivered within twenty-four (24) hours after the order is placed.

Testing:

Gasoline and Diesel Fuel are subject to testing by the County in a competent testing laboratory. Should tests indicate fuels are not meeting specifications, Upshur County reserves the right to cancel the contract in case the successful bidder fails to correct the noncompliance with specifications and to invoice the bidder for testing expense.

Post-Terminal Price:

Documentation shall be from the source refinery bid and shall bear the refinery's logo and/or letterheads or shall be from the Oil Price Information Service and shall bear the OPIS logo and/or letterhead.

Documentation shall identify the refinery source, refinery location, fuel brand and/or trade name, and fuel prices corresponding to the type (s) of fuel (s) designated on the IFB, for which a bid is made.

Bidder should indicate in the space provided on the IFB, the first and last names and telephone number(s) of the source refinery employee(s) who may verify fuel price for a given day.

If fuel is delivered from a refinery other than originally bid, the vendor shall supply, with the invoice, posted terminal price documents from both the refinery location originally bid and the refinery used. Upshur County will pay the lesser of the two selling prices.

Invoices not supported by all specified terminal price documents will be retained and payment held in abeyance, until the required documentation is received.

Taxes:

Upshur County will be responsible for all applicable taxes at time of billing. Contractors shall not include any taxes on bid proposal.

Award Of Contract:

The "TOTAL BID" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

A copy of the jobber's invoice to the bidder shall be submitted with this bid to verify the present dock or jobber's price. Successful bidder shall submit a copy of the jobber's current dock price with each invoice.

Specifications/Minimum Requirements for Gasoline:

100% hydrocarbon, lead-free Grade A fuel meeting federal lead-free specifications and having a minimum 86 octane by Research Method and Motor Average.

Specifications/Minimum Requirements for Diesel:

Supply Ultra-Low Sulfur Diesel fuel (ULSD) compliant with current EPA regulations.

Bidding and Award of Contract

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

Bid for Gasoline and Diesel Fuel

Upshur County is requesting bids for Gasoline and Diesel Fuel as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

<u>Quantity</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
50,000	Gasoline dock price as of 2:00 p.m. February 15, 2019	GAL	\$ <u>1.5665</u>	
	Profit Margin	GAL	\$ <u>+0.0481</u>	1.6146
	Total			\$ <u>80,730.00</u>
70,000	Diesel (ULSD) dock price as of 2:00 p.m. February 15, 2019	GAL	\$ <u>2.0215</u>	
	Profit Margin	GAL	\$ <u>+0.0493</u>	2.0708
	Total			\$ <u>144,956.00</u>

TOTAL BID: \$ 225,686.00


Additional profit margin if tanker loads are requested by Upshur County: \$ +0.1050

Note: Margins include freight rates but are exclusive of any applicable taxes/fees. (Federal LUST [0.0010], State Motor Fuel [0.2000], and TX delivery fee [based on load size at 7500 gallons = 5.45 per delivery]). Based on freight and surcharges from Mt. Pleasant Delek Terminal. Should product not be available at the Mt. Pleasant Delek terminal for any reason, a secondary terminal shall be used. Freight and surcharges will be adjusted to the new terminal distance. Petroleum Traders Corporation has access to additional supply in numerous cities, including Tyler, Big Sandy, Caddo Mills, Dallas/Fort Worth, Waco, Mertens, Herne, Byron, Center, Houston, Beaumont, Waskon, Shreveport, LA, Ardmore, OK, and Wynnewood, OK

The +.0481 and +.0493 margins are based on 7,500 gallon deliveries (mixed gas/diesel)

The +.1050 additional will apply to any orders less than 7,500 gallons

Payment terms are Net 30, 0% discount

Petroleum Traders Corporation	35-1462227
Firm Submitting Bid PO Box 2357	Federal ID Number
Address Fort Wayne, IN 46801-2357	
City, State, Zip Gayle Newton - Contract Sales Manager	gnewton@petroleumtraders.com
Name and Title of Individual Submitting Bid 888-637-7661	E-Mail Address 260-203-3820
Telephone Number	Fax Number
Signature of Authorized Representative  Gayle Newton - Contract Sales Manager	

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: City of McKinney
Address: 222 N Tennessee Street
McKinney, TX 75069 Phone No. 972-547-7586
Contact person: Connie Brown Title Contract Specialist

2. Name: Katy Independent School District
Address: 20380 Franz Road
Katy, TX 77449 Phone No. 281-396-7581
Contact person: Regina Stephenson Title Contract Specialist

3. Name: Brazoria County of, TX
Address: 111 East Locust
Angleton, TX 77515 Phone No. 979-864-1825
Contact person: Elizabeth Morgan Title Contract Specialist

~~Mt. Pleasant, TX~~

OPIS CONTRACT BENCHMARK

Daily 02/15/2019

OPIS Gross Standard CBOB-Ethanol 10% RVP 9 Prices

	Terms	Unit	Mid	Pre
Valero	u	N-10	1.5665	1.9965
Valero	b	1-10	1.5920	2.0020
Delek	u	N-10	1.5890	2.0965
Contract	Low		1.5665	1.9965
Contract	High		1.5920	2.0965
Contract	Average		1.5825	2.0317
Cont	Branded Low		1.5920	2.0020
Cont	Branded High		1.5920	2.0020
Cont	Branded Avg		1.5920	2.0020
Cont	Unbranded Low		1.5665	1.9965
Cont	Unbranded High		1.5890	2.0965
Cont	Unbranded Avg		1.5778	2.0465

~~Mt. Pleasant, TX~~

OPIS CONTRACT BENCHMARK

Daily 02/15/2019

OPIS Gross No. 2 LED Distillate Prices

	Terms	LS	HS	Unit
Valero	u	N-10		2.0215
Valero	b	1-10		2.0680
Delek	u	N-10		2.0340
Contract	Low			2.0215
Contract	High			2.0680
Contract	Average			2.0412
Cont	Branded Low			2.0680
Cont	Branded High			2.0680
Cont	Branded Avg			2.0680
Cont	Unbranded Low			2.0215
Cont	Unbranded High			2.0340
Cont	Unbranded Avg			2.0278



PETRTRA-01

RENEER

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/31/2018

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 Lupke Rice Insurance & Financial Services 127 W. Berry Street, Ste 500 Fort Wayne, IN 46802	CONTACT NAME:		
	PHONE (A/C, No, Ext): (260) 424-4150	FAX (A/C, No): (260) 424-4187	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		
INSURED Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804	INSURER B : Ohio Security Insurance Company		24082
	INSURER C : Evanston Insurance Company		35378
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ENVP0000199-18	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENVP0000199-18	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ENVX0000164-18	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS(19)59069451	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	2nd Layer Excess			MKLV2EFX100222	09/01/2018	09/01/2019	Each Claim 3,000,000
A	Pollution			ENVP0000199-18	09/01/2018	09/01/2019	Each Claim 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

INFORMATION PURPOSES ONLY

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



**PETROLEUM TRADERS
CORPORATION**

7110 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 432-6622

February 25, 2019

County of Upshur
Upshur County Judge
100 W. Tyler Street 3rd Floor
Gilmer, TX 75644

Re: Certificate of Insurance

To Whom It May Concern:

In Bid # UP01-19 Gasoline and Diesel Fuel regarding Upshur County's fuel needs, it asks for a certificate of insurance with Upshur County named as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded Bid # UP01-19 Gasoline and Diesel Fuel, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

Gayle Newton
Contract Sales Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Petroleum Traders Corporation
Fort Wayne, IN United States

Certificate Number:
2019-456480

Date Filed:
02/25/2019

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid # UP01-19
Supply and delivery of gasoline and diesel fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Newton, Gayle	FORT WAYNE, IN United States	X	
	Himes, Vicki	FORT WAYNE, IN United States	X	
	Stephens, Linda	FORT WAYNE, IN United States	X	
	Himes, Michael	FORT WAYNE, IN United States	X	

5 Check only if there is NO Interested Party.

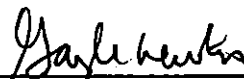
6 UNSWORN DECLARATION

My name is Gayle Newton, and my date of birth is October 10, 1959.

My address is 7120 Pointe Inverness Way, Fort Wayne, IN, 46804, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Allen County, State of Indiana, on the 25th day of February, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant) Gayle Newton - Contract Sales Manager

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Petroleum Traders Corporation

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

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

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity
Gayle Newton - Contract Sales Manager

February 25, 2019
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Colonial Pipeline Company

3.3.1

**PRODUCT SPECIFICATIONS
CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806**

Cancels Previous Issues of A grades

This CBOB may not be combined with any other CBOB except CBOB having the same requirement for oxygenate type and amount.

All parameters must be met after blending with denatured fuel ethanol unless noted.

ALL A GRADE REQUIREMENTS (SEGREGATED AND FUNGIBLE)

<u>Product Property</u>	<u>ASTM Test</u>		<u>Test Results</u>		<u>Note</u>
	<u>Method</u>	<u>Minimum</u>	<u>Maximum</u>		
Octane	RON	D2699	Report		
	MON	D2700	82.0		
	(R+M)/2		87.0		
Oxygen Content, weight %		D4815, D5599 GC-OFID	0.1		1,2,7
MTBE, vol.%		D4815, D5599 GC-OFID	Origin		7
			0.25		
			Delivery		
			0.50		
RVP (psi)		D5191			3
	<u>Grades</u>				
	A1,1A		8.8		
	A2,2A		10.0		
	A3,3A		12.5		
	A4,4A		14.5		
	A5,5A		16.0		

NOTES (Apply to Fungible and Segregated):

Heavy Metals are not allowed to be present.

Additive requirements/restrictions - refer to section 3.2.

This is a base gasoline, not for sale to the ultimate consumer.

Any gasoline exhibiting an offensive odor and/or poses a personal health hazard will not be accepted for shipment.

Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted for shipment.

The referee method will be based on a gas chromatograph test.

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

April 2010

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

*3.3.2

**CONVENTIONAL REGULAR GASOLINE BLENDSTOCK (CBOB)
FOR BLENDING WITH 10% DENATURED FUEL ETHANOL
(92% PURITY) AS DEFINED IN ASTM D4806**

Cancels Previous Issues of A grades

FUNGIBLE ONLY REQUIREMENTS:

<u>Product Property</u>	<u>ASTM Test Method</u>		<u>Test Results</u>		<u>Note</u>	
	<u>Method</u>	<u>Minimum</u>	<u>Maximum</u>			
Benzene (vol%)	D3606		4.9			
Color			Undyed			
Corrosion (Cu) 3 hrs @122°F (50°C)	D130		1			
Corrosion (Ag) 3 hrs @122°F (50°C)	D4814-04b Annex A1		1			
Doctor test	D4952		Negative (sweet)		5	
or						
Mercaptan sulfur, wt.%	D3227		0.002			
Existent Gum mg/100 ml	D381		4			
Gravity °API at 60°F	D287,D1298, D4052	Report			7	
Oxidation stability-minutes	D525	240				
Phosphorous, gms/gal	D3231		0.004			
Sulfur (ppmw)	D2622		80		8	
or equivalent						
Nace Corrosion	TM0172-2001	B+ (Origin)			7	
<u>Volatility:</u>						
Driveability Index	D4814		See Chart			
Distillation, °C (°F) @ %Evap.	D86					
Vapor/Liquid Ratio (V/L), °C (°F) @ 20	D5188 (See Note 6)				6	
	<u>Driveability Index</u>	<u>10 vol% Max</u>	<u>50 vol% Min</u>	<u>90 vol% Max</u>	<u>End Pt. Max</u>	<u>*V/L Min</u>
<u>Grades</u>						
A1,A2	1250	70(158)	66(150) 121(250)	190(374)	221(430)	49(120)
A3	1230	60(140)	66(150) 116(240)	185(365)	221(430)	47(116)
A4	1220	55(131)	66(150) 113(235)	185(365)	221(430)	42(107)
A5	1200	50(122)	66(150) 110(230)	185(365)	221(430)	39(102)

1. All A grades may not contain oxygenates, such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited.
2. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods, ASTM D1319 and ASTM D 4815, may be used according to federal and state regulations.
3. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed in accordance with the procedures described in 40 CFR, Part 80.
4. Reserved
5. Mercaptan Sulfur waived if fuel is negative by Doctor test.
6. Computer and Linear methods may be used to determine V/L value. D5188 will be the referee method
7. Specifications must be met before blending of denatured fuel ethanol.
8. Refer to 40 CFR Part 80.195 (d)(2). Alternative sulfur test methods, ASTM D 5453 and D 7039, may be used according to federal and state regulations.

April 2010

*Denotes Change

E Grade Denatured Fuel Ethanol Specifications

Specification Points	Test Method	Shipments	Deliveries^{1/}
Apparent Proof, 60°F Or Density, 60°F	Hydrometer ASTM D-4052	Report Report	
Water, Volume %, Maximum	ASTM E-203 or E-1064	1.0	
Ethanol, Volume % Minimum	ASTM D-5501	93.5	93.0
Methanol, Volume %, Maximum	ASTM D-5501	0.5	
Sulfur, ppm (wt/wt), Maximum	ASTM D5453	10	
Solvent Washed Gum, mg/100mL Maximum	ASTM D-381 Air Jet Method	5.0	
Potential Sulfate, mass ppm Maximum	ASTM D7319	4	
Chloride, mg/L Maximum	ASTM D-7319	8	
Copper, mg/L Maximum	ASTM D-1688 Method A, Modified per D-4806	0.08	
Acidity (as acetic acid), Mass % Maximum	ASTM D-1613 or D-7795	0.007	
pHe Minimum Maximum	ASTM D-6423	6.5 9.0	
Appearance @ 60°F	Visual Examination	Visibly free of suspended or precipitated contaminants. Must be clear and bright.	
Denaturant Content and Type ^{2/} Volume %		2	
Corrosion Inhibitor Additive, One of the following is required:	Minimum treat rate 6 lbs./1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs./1000 bbls. 6 lbs./1000 bbls. 3 lbs./1000 bbls. 5 lbs./1000 bbls. 6 lbs./1000 bbls.	Vendor Innospec G. E. Betz Petrolite Naico Betz Midcontinental Midcontinental Petrolite US Water Services US Water Services Ashland G.E. Power & Water NALCO US Water Services	Additive DCI-11 Plus Endcor GCC9711 Tolad 3222 5403 ACN 13 MCC5011E MCC5011PHE Tolad 3224 Corrpro 654 Corrpro 656 Amergy ECI-6 8Q123ULS EC5624A Plus Corrpro Pro NT



E Grade Denatured Fuel Ethanol Specifications (continued)

- 1/ Delivered products meets all applicable requirements at time and place of delivery.
- 2/ Only approved denaturants listed in D4806. The denaturant range must be within the guidelines provided for in IRS Notice 2009.06, which is 1.96% to no more than 2.5%.



TC Grade Texas Low Emission Diesel Fuel Specifications

Product Property	Test Method	Origin Test Results		Deliveries
		Minimum	Maximum	
Gravity, °API	D287	33.0	39.0	
Distillation				
IBP	D86		Report	
10% Recovered, °F		340	420	
50% Recovered, °F		400	490	
90% Recovered, °F		540	640	
EP		610	690	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	48.0		
OR (2) Cetane Index, procedure B	D4737	48.0		
Cetane Index ^{1/}	D976	48		
Flash Point, °F	D93	140		125
Stability				
(1) Thermal, % reflectance	D6468 (W)	75		
	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR (2) Potential Color ^{2/} and	MPL P. Color		6	
Potential Gum, mg/100 ml ^{3/}	MPL P. Gum		50	
OR (3) Oxidation, mg/100 ml	D2274		2.5	
Carbon Residue on 10% Bottoms, %	D524		0.35	
Cloud Point, °F	D2500		4/	
Pour Point, °F	D97		4/	
Viscosity, cSt at 104 °F	D445	2.0	4.1	
Ash, wt %	D482		0.01	
Haze Rating ^{5/}	D4176		2	3
NACE Corrosion	TM0172	B+		
Sulfur, ppm ^{6/}	D2622		*10	
Total Aromatic Hydrocarbon, Vol%	D5186		10	
Polycyclic Aromatic Hydrocarbon, wt%	D5186		1.4	
Nitrogen, ppm	D4629		10	

1/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.

2/ The Potential Color will be determined by ASTM method D1500 on a filtered sample after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.

The County of Upshur
State of Texas

Bid # RB04-19
For: Refined Road Oil & Emulsified Asphalt
Bid opens date/time: February 28, 2019 @ 9:00 a.m.

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

Sealed bids shall be delivered no later than:

Date/Time: February 27, 2019 @ 5:00 p.m.
Location: Upshur County Judge, 100 W. Tyler St, 3rd Floor County Courthouse, PO Box 790, Gilmer, TX 75644
Mark Envelope: Bid-RB04-18 Refined Road Oil & Emulsified Asphalt

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. . Upshur County reserves the right to waive simple informalities in this Invitation to Bid.

Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3rd Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, **please contact Andy Jordan, Upshur County Road Administrator, at 903-843-7623.**

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

Upshur County
Bid # RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Refined Road Oil & Emulsified Asphalt

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<u>Bids should be clearly marked:</u> Bid # RB04-19 Refined Road Oil & Emulsified Asphalt
--

RETURN SEALED BID TO the following address
February 27, 2019 not later than 5:00 p.m.

Upshur County Judge
100 W. Tyler Street 3rd Floor
P.O. Box 790
Gilmer, Texas 75644

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Judge's Office before the opening date and time.
The time stamp located in the County Judge's Office will be considered the official time
the bids are received.

GENERAL REQUIREMENTS FOR SEALED BIDS

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

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Upshur County Road Administrator will issue an addendum addressing the nature of the change. Bidders must sign it and include it in the returned bid package.

ASSIGNMENT

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

AWARD

Upshur 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 bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

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 Checks are not acceptable.

CONTRACT OBLIGATION

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. **This contract is bound when accepted by Commissioners Court.** 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 Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

DISQUALIFICATION OF BIDDER

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

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), 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 contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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, Upshur County's interpretation shall govern.

GOVERNING LAW

This request for bid is governed by the competitive bidding 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 Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Upshur 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 a bidder 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.

INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder 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 bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer'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 proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur 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", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. **Late Sealed Bids will not be accepted.**

PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without an Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. 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. 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 Upshur County without prejudice to other remedies provided by law. **Where delivery times are critical, Upshur County reserves the right to award accordingly.**

SCANNED OR RE-TYPED RESPONSE

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

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 proposed.

SUPPLEMENTAL MATERIALS

Bidders 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 bidder 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

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur 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 Upshur County Road & Bridge Department.

TERM CONTRACTS

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

TERMINATION

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur 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 Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

WAIVER OF SUBROGATION

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

WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

Upshur County
Bid RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

Upshur County is requesting bids on Refined Road Oil & Emulsified Asphalt. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Delivery For Refined Road Oil: Bid price must include all costs, freight, FOB destination and delivery based on delivery by tank trucks ready for applications on road or pit to any location in Upshur County in quantities ordered by the Upshur County Road & Bridge Department.

Delivery For Emulsified Asphalt: Bid price must include all costs, freight, FOB destination and delivery based on delivery by tank trucks equipped with pump, ready for applications to Upshur County Road & Bridge Department in quantities ordered by the Upshur County Road and Bridge Department. Delivery must be made on a weekday, Monday through Friday between 7 am and 2 pm.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders 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 bidder has not taken exceptions and Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and 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, and;
5. Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

Upshur County
Bid RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

NOTICE OF INSURANCE SECTION

Please Read Carefully

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Upshur County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Upshur County, Texas.

Upshur County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Upshur County, Texas through its Road Administrator, Andy Jordan, PO Box 730, Gilmer, Texas 75644, thirty (30) days written notice of same.

Upshur County
Bid RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

Termination for Default: Upshur 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. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.

Upshur County
Bid # RB04-19 Refined Road Oil & Emulsified Asphalt
Specifications

Scope:

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Refined Road Oil and Emulsified Asphalt, for use in Road and Bridge applications. The bid will be effective starting March 15, 2019 and expiring February 28, 2020 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Award Of Contract:

The "TOTAL BASE BID" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive, not restrictive.

Specifications/Minimum Requirements for Refined Road Oil:
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Asphalt content of 100 penetration @ 77 F.

- Minimum 65% Maximum 80%

Paraffin content

- 0.0 %

Flash Point, C.O.C

- Minimum 250 F.

Kinematic Viscosity

- Maximum 550 sct. @ 140 F.

Loss at 212 F.; 20 g., 5 hours

- Maximum 3.0%

Water and sediments

- Maximum 2.0%

Recommended Application & Mix. Delivery Temperature

- Minimum 180° Maximum 220°

Unrefined road oil, partially refined oil, tank bottom oils or residues, sludge pit oils, emulsions or any unrefined road oil by-products not in compliance with the above specifications are unacceptable.

Refined Road Oil is subject to testing the County in a competent testing laboratory. Three (3) random tests will be performed on the road oil and invoice will be forwarded on to the successful bidder. Should tests indicate road oil is not meeting specifications, Upshur County reserves the right to cancel the contract in the event the successful bidder fails to correct the noncompliance.

The successful bidder will furnish Upshur County with a certified copy of the strapping papers on each transport used to transport road oil to Upshur County job sites.

Delivery tickets must accompany all shipments and material.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Upshur County to cancel any contract of Purchase Order based on these specifications.

Specifications/Minimum Requirements for Emulsified Asphalt:
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All Emulsified Asphalt shall be in compliance with the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Item 300.

Delivery tickets must accompany all shipments and material.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Upshur County to cancel any contract of Purchase Order based on these specifications.

Emulsified Asphalt is subject to testing by the County in a competent testing laboratory. Three (3) random tests may be performed on the Emulsified Asphalt and the invoice will be forwarded on to the successful bidder. Should tests indicate the Emulsion is not meeting specifications, Upshur County reserves the right to cancel the contract in the event the successful bidder fails to correct the noncompliance.

Bidding and Award of Contract

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the road material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

Escalation and De-escalation Policy

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. **The vendor shall provide notice to the County at least two (2) days in advance of any increase in the unit price bid. The two-(2) day period shall begin upon receipt of the notice by the County Road Administrator.** Upshur County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

Bid for Refined Road Oil & Emulsified Asphalt

Upshur County is requesting bids for Refined Road Oil & Emulsified Asphalt as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

**Refined Road Oil
Base Bid RB04-19A**

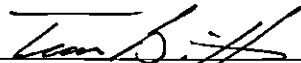
<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
720	Refined Road Oil	TON	\$ <u>570⁰⁰</u>	\$ <u>410,400</u>
<u>TOTAL BASE BID:</u>				\$ <u>410,400</u>

Guaranteed delivery to the Upshur County Job-Site as requested by the Road & Bridge Department, no later than 2 days after receiving order.

**Emulsified Asphalt
Base Bid RB04-19B**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
29,000	<u>CRS-2</u> or CRS-2P	GAL	\$ <u>2.45</u>	\$ <u>71,050</u>
4,500	<u>MC-30</u> or AEP	GAL	<u>2.80</u>	\$ <u>12,600</u>
5,000	CSS-1	GAL	\$ <u>2.45</u>	\$ <u>12,250</u>
5,000	CSS-1H	GAL	\$ <u>2.45</u>	\$ <u>12,250</u>
TOTAL BASE BID:				\$ <u>108,150⁰⁰</u>

Guaranteed delivery to the Upshur County Road & Bridge Department as requested by the Road & Bridge Department, no later than 2 days after receiving order.

Signature acknowledging addendum: 

Additional Comments

1. Demurrage fee \$ 0
2. Restocking fee \$ 0
3. Pumping & Hose fee \$ 0
4. Unloading & Spreading fee \$ 0
5. Charge for rainouts & mechanical breakdowns \$ 0
6. Delivery Time: Minimum 12 hrs Maximum 48 hrs
7. Delivery Amount: Minimum 2000 gal Maximum 6100 gal
8. Tank furnished for storage of emulsion? Yes
9. Tank furnished for storage of refined road oil? Yes
10. This road oil will be refined and supplied by

Trinity Asphalt

Name and Address of Bidder

Signature/Title

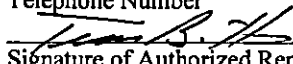
BRYAN : BRYAN ASPHALT

[Signature]

P.O. BOX 625

Sales

HENDERSON, TX 75650

<u>Bryan i Bryan Asphalt</u>		<u>82-1799998</u>
Firm Submitting Bid		Federal ID Number
<u>P.O. Box 625</u>		
Address		
<u>HENDERSON, TX 75653</u>		
City, State, Zip		
<u>Tim Brittain - Sales</u>		<u>TBRITTAIN@BRYANASPHALT.NET</u>
Name and Title of Individual Submitting Bid		E-Mail Address
<u>903-658-0537</u>		<u>903-655-0061</u>
Telephone Number		Fax Number
		
Signature of Authorized Representative		

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Rusk Co.
Address: HENDERSON, TX Phone No. 903-404-3363
Contact person: Greg Gibson Title Commissioner

2. Name: Anderson Co.
Address: Palestine, TX Phone No. 903-724-5414
Contact person: Greg Chapin Title Commissioner

3. Name: Leon Co.
Address: Centerville, TX Phone No. 979-412-1576
Contact person: Joey Sullivan Title Commissioner

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

January 01, 2018

Bryan & Bryan Asphalt, LLC.

Attention:

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

We look forward to serving you in 2018.

Sincerely,


Patrick Nation, Senior Vice President
Trinity Asphalt, Ltd.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2019-451599

Date Filed:
 02/12/2019

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RB04-19
 Refined Road Oil

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Haddox, Emmitte	Jackson, MS United States	X	
Knudson, Thomas	Jackson, MS United States	X	
Gibane, Jr., Thomas	Jackson, MS United States	X	
Lampton, Robert	Jackson, MS United States	X	
Lampton, William	Jackson, MS United States	X	
Lampton, Lee	Jackson, MS United States	X	
Lampton III, Leslie	Jackson, MS United States	X	
Amonett, Thomas	Jackson, MS United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

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

My address is P.O. Box 625 HENDERSON Tx 75653 USA
(street) (city) (state) (zip code) (country)

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

Executed in Rusk County, State of TEXAS, on the 12th day of FEB, 2019.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

4/30/2019

DATE (MM/DD/YYYY)

8/24/2018

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

COVERAGES CERTIFICATE NUMBER: 14775292 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G46770183	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25156225 ISA H25156213	4/30/2018 4/30/2018	4/30/2019 4/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	42-UMO-3021493-03	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C64786714 (AOS) WLR C6478674A (TN)	4/30/2018 4/30/2018	4/30/2019 4/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

14775292
Upshur County
PO Box 790; Judges Office
Gilmer TX 75644-0000

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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

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

Named Insured Schedule

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

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

Ergon-Frazier Development I, LLC
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor
Ergon Asphalt Holding, LLC
Telfer Pavement Technologies (Southeast), LLC
Ergon Moda St. James, LLC
Ergon Oil (Singapore) Pte. Ltd
Ergon Oil (Indonesia)
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalt, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Panels, Inc.
Bryan & Bryan Trucking, LLC
Copeland Coating Company, a Division of Crafc0, Inc.

The County of Upshur
State of Texas

Bid # RB04-19
For: Refined Road Oil & Emulsified Asphalt
Bid opens date/time: February 28, 2019 @ 9:00 a.m.

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

Sealed bids shall be delivered no later than:

Date/Time: February 27, 2019 @ 5:00 p.m.
Location: Upshur County Judge, 100 W. Tyler St, 3rd Floor County Courthouse, PO Box 790, Gilmer, TX 75644
Mark Envelope: Bid-RB04-18 Refined Road Oil & Emulsified Asphalt

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. . Upshur County reserves the right to waive simple informalities in this Invitation to Bid.

Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3rd Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, please contact Andy Jordan, Upshur County Road Administrator, at 903-843-7623.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

P Squared Emulsion Plants, LLC
Elm Mott, TX United States

Certificate Number:
2019-450898

Date Filed:
02/11/2019

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

Upshur County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#RB04-19
Asphalt Emulsion Products

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Seth McGinnis, and my date of birth is 4/9/64

My address is 516 S. McLennan Loop, Elm Mott, TX, 77064, USA!
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County County, State of Texas, on the 11th day of Feb, 2019.
(month) (year)

Seth McGinnis
Signature of authorized agent of contracting business entity (Declarant)

Important Notice! The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Upshur County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

Conflict of Interest Disclosure

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Upshur County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense.

The form can be found at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

P Square Emulsion Plants L.L.C.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

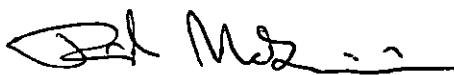
Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

2/12/19
Date

Upshur County
Bid # RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Refined Road Oil & Emulsified Asphalt

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<p>Bids should be clearly marked: Bid # RB04-19 Refined Road Oil & Emulsified Asphalt</p>

RETURN SEALED BID TO the following address
February 27, 2019 not later than 5:00 p.m.

Upshur County Judge
100 W. Tyler Street 3rd Floor
P.O. Box 790
Gilmer, Texas 75644

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Judge's Office before the opening date and time.
The time stamp located in the County Judge's Office will be considered the official time
the bids are received.

GENERAL REQUIREMENTS FOR SEALED BIDS

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

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Upshur County Road Administrator will issue an addendum addressing the nature of the change. Bidders must sign it and include it in the returned bid package.

ASSIGNMENT

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

AWARD

Upshur 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 bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

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 Checks are not acceptable.

CONTRACT OBLIGATION

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. This contract is bound when accepted by Commissioners Court. 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 Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

DISQUALIFICATION OF BIDDER

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

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), 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 contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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, Upshur County's interpretation shall govern.

GOVERNING LAW

This request for bid is governed by the competitive bidding 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 Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Upshur 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 a bidder 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.

INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder 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 bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer'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 proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur 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", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THIS IS A BIDDING ENVELOPE** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. Late Sealed Bids will not be accepted.

PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without an Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. 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. 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 Upshur County without prejudice to other remedies provided by law. Where delivery times are critical, Upshur County reserves the right to award accordingly.

SCANNED OR RE-TYPED RESPONSE

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

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 proposed.

SUPPLEMENTAL MATERIALS

Bidders 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 bidder 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

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur 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 Upshur County Road & Bridge Department.

TERM CONTRACTS

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

TERMINATION

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur 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 Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

WAIVER OF SUBROGATION

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

WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

Upshur County
Bid RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

Upshur County is requesting bids on Refined Road Oil & Emulsified Asphalt. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Delivery For Refined Road Oil: Bid price must include all costs, freight, FOB destination and delivery based on delivery by tank trucks ready for applications on road or pit to any location in Upshur County in quantities ordered by the Upshur County Road & Bridge Department.

Delivery For Emulsified Asphalt: Bid price must include all costs, freight, FOB destination and delivery based on delivery by tank trucks equipped with pump, ready for applications to Upshur County Road & Bridge Department in quantities ordered by the Upshur County Road and Bridge Department. Delivery must be made on a weekday, Monday through Friday between 7 am and 2 pm.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders 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 bidder has not taken exceptions and Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics, and;
- Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

Upshur County
Bid RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

NOTICE OF INSURANCE SECTION

Please Read Carefully

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- ☒ Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- ☒ Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- ☒ Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Upshur County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Upshur County, Texas.

Upshur County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Upshur County, Texas through its Road Administrator, Andy Jordan, PO Box 730, Gilmer, Texas 75644, thirty (30) days written notice of same.

Upshur County
Bid RB04-19 Refined Road Oil & Emulsified Asphalt
Instructions/Terms of Contract

Termination for Default: Upshur 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. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

- Meet schedules;
- Defaults in the payment of any fees; or
- Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.

Upshur County
Bid # RB04-19 Refined Road Oil & Emulsified Asphalt
Specifications

Scope:

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Refined Road Oil and Emulsified Asphalt, for use in Road and Bridge applications. The bid will be effective starting March 15, 2019 and expiring February 28, 2020 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Award Of Contract:

The "TOTAL BASE BID" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive, not restrictive.

Specifications/Minimum Requirements for Refined Road Oil:
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Asphalt content of 100 penetration @ 77 F.

Minimum 65% Maximum 80%

Paraffin content

0.0 %

Flash Point, C.O.C

Minimum 250 F.

Kinematic Viscosity

Maximum 550 sct. @ 140 F.

Loss at 212 F.; 20 g., 5 hours

Maximum 3.0%

Water and sediments

Maximum 2.0%

Recommended Application & Mix. Delivery Temperature

Minimum 180° Maximum 220°

Unrefined road oil, partially refined oil, tank bottom oils or residues, sludge pit oils, emulsions or any unrefined road oil by-products not in compliance with the above specifications are unacceptable.

Refined Road Oil is subject to testing the County in a competent testing laboratory. Three (3) random tests will be performed on the road oil and invoice will be forwarded on to the successful bidder. Should tests indicate road oil is not meeting specifications, Upshur County reserves the right to cancel the contract in the event the successful bidder fails to correct the noncompliance.

The successful bidder will furnish Upshur County with a certified copy of the strapping papers on each transport used to transport road oil to Upshur County job sites.

Delivery tickets must accompany all shipments and material.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Upshur County to cancel any contract of Purchase Order based on these specifications.

Specifications/Minimum Requirements for Emulsified Asphalt:
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All Emulsified Asphalt shall be in compliance with the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Item 300.

Delivery tickets must accompany all shipments and material.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Upshur County to cancel any contract of Purchase Order based on these specifications.

Emulsified Asphalt is subject to testing by the County in a competent testing laboratory. Three (3) random tests may be performed on the Emulsified Asphalt and the invoice will be forwarded on to the successful bidder. Should tests indicate the Emulsion is not meeting specifications, Upshur County reserves the right to cancel the contract in the event the successful bidder fails to correct the noncompliance.

Bidding and Award of Contract

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the road material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

Escalation and De-escalation Policy

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. **The vendor shall provide notice to the County at least two (2) days in advance of any increase in the unit price bid. The two-(2) day period shall begin upon receipt of the notice by the County Road Administrator.** Upshur County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

Bid for Refined Road Oil & Emulsified Asphalt

Upshur County is requesting bids for Refined Road Oil & Emulsified Asphalt as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

**Refined Road Oil
Base Bid RB04-19A**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
720	Refined Road Oil	TON	\$ _____	\$ _____
			TOTAL BASE BID:	\$ _____

No Bid

Guaranteed delivery to the Upshur County Job-Site as requested by the Road & Bridge Department, no later than _____ days after receiving order.

**Emulsified Asphalt
Base Bid RB04-19B**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
29,000	<i>EQUAL</i> CRS-2 or CRS-2P	GAL <i>CWE-2</i>	<i>2.99</i>	<i>\$ 86,710⁰⁰</i>
4,500	MC-30 or AEP	GAL <i>Lucky 7</i>	<i>1.45</i>	<i>\$ 6,525⁰⁰</i>
5,000	CSS-1	GAL <i>Lucky 7</i>	<i>1.45</i>	<i>\$ 7,250⁰⁰</i>
5,000	CSS-1H	GAL <i>P²stabilize</i>	<i>1.69</i>	<i>\$ 8,450⁰⁰</i>
			TOTAL BASE BID:	<i>N. \$ 108,935⁰⁰</i>

Guaranteed delivery to the Upshur County Road & Bridge Department as requested by the Road & Bridge Department, no later than 2 days after receiving order.

Signature acknowledging addendum: *Rich McMillin*

** See attached product sheets + prices*

Additional Comments

1. Demurrage fee \$ 80⁰⁰ first two hrs. free
2. Restocking fee \$ 0
3. Pumping & Hose fee \$ 80⁰⁰
4. Unloading & Spreading fee \$ 0
5. Charge for rainouts & mechanical breakdowns \$.25 gallon not used upon arrival
6. Delivery Time: Minimum 2 hrs Maximum 12 hrs
7. Delivery Amount: Minimum 5^K gal Maximum 6^K gal
8. Tank furnished for storage of emulsion? No
9. Tank furnished for storage of refined road oil? No
10. This road oil will be refined and supplied by

Name and Address of Bidder

Signature/Title

P square Emulsion Plants, L.L.C.

Paul Martin

516 S. McLennan Loop

Sales Manager

ELM Mott, Texas

76640

P Square Emulsion Plant L.L.C. 27-0114986
Firm Submitting Bid Federal ID Number
516 S. McLennan Loop
Address
ELM Mott Texas 76640
City, State, Zip
Rick McGinnis (Sales Manager) rick@P2emulsion.com
Name and Title of Individual Submitting Bid E-Mail Address
817-307-6411 254-829-0337
Telephone Number Fax Number
[Signature]
Signature of Authorized Representative

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Fort Bend County
Address: _____ Phone No. 832-473-2884
Contact person: Greg Zook Title R+B Administrator
2. Name: Kaufman County
Address: _____ Phone No. 972-887-4088
Contact person: Barry Carter Title R+B Administrator
3. Name: Guadalupe County
Address: _____ Phone No. 210-771-8570
Contact person: MARK Title R+B Administrator



P2 Emulsions

SOLE-SOURCE PURCHASE AFFIDAVIT

KNOW ALL MEN BY THESE PRESENT THAT:

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

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

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

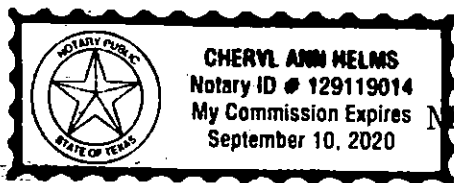
I represent and assert to the Purchasing Department of the Upshur County and hereby warrant that P Squared Emulsion Plants, LLC is the sole-source manufacturer and supplier of the following item(s): **The Stabilizer, Rejuvenator, ROC, CWE-2, CWP & all P2 Road Primes.** P Squared Emulsion Plants, LLC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

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 11th day of February 2019.

Seth McGinnis
(Signature)

Seth McGinnis, C.O.O.
(Printed Name) (Title)

SWORN TO AND SUBSCRIBED before me on February 11, 2019 by Seth McGinnis.



Cheryl Ann Helms
Notary Public, State of Texas
My Commission expires on September 10, 2020.



P2 Emulsions

Date: February 11, 2019

To: Upshur County

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

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

- "The Stabilizer"

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

- "The Rejuvenator"

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

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

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

- "CWE-2" Cold Weather Chip Seal"

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

- "CWP" Pothole Patch"

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

- "Prime 11 Concentrate"

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

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

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

P Squared Emulsion Plants, LLC welcomes the opportunity to continue to do business with Upshur County.

Sincerely, Rick McGinnis



P2 Emulsions

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

Product Price Sheet for Upshur County ; Effective: 03/01/2019-03/19/2020

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

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

Demurrage (trucking charge): First 2 hours free, \$80.00 per hour thereafter.

Pump Charge (trucking charge): \$80.00 if pump needed.

Push Charge (trucking charge): \$80.00 per hour.

Return Loads (trucking charge): Return charge passed on from delivering freight line. As a guide, cost of delivery plus half cost back.

Minimum Tanker Delivery: 5,000 Gallons.

Smaller Quantities Available, Subject to Freight Differential of \$0.25 per gallon less than 5,000 gallons.

CONTAINERS AVAILABLE FOR CUSTOMER CONVENIENCE when doing smaller jobs than a tanker amount:

"Tote" Containers (275 gallons size each) cost \$129.00 per container.

"Drum" Containers (55 gallons size each) cost \$26.00 per drum.

Containers are re-usable and can be rinsed out, brought back, and be re-filled at customer discretion.

Containers priced separate and sold only with orders for material.

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

Bid for Plant Mixed Asphalt: Oil Dirt, Hot Mix Asphalt and Hot Oil Sand

Upshur County is requesting bids for Plant Mixed Asphalt: Oil Dirt, Hot Mix Asphalt and Hot Oil Sand as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

**Oil Dirt
Base Bid RB02-19A**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
2,000	F.O.B.	TON	\$ <u>62.50</u>	\$ <u>\$125,000.00</u>
	DEL.	TON	\$ <u>\$70.00</u>	\$ <u>\$140,000.00</u>

Guaranteed delivery to the Upshur County Job-Site as requested by the Road & Bridge Department, no later than _____ days after receiving order.

**Hot Oil Sand
Base Bid RB02-19B**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
200	F.O.B.	TON	\$ <u>62.50</u>	\$ <u>12,500.00</u>
	DEL.	TON	\$ <u>70.00</u>	\$ <u>14,000.00</u>

Guaranteed delivery to the Upshur County Road & Bridge Department as requested by the Road & Bridge Department, no later than _____ days after receiving order.

**Type D Hot Mix
Base Bid RB02-19C**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
600	F.O.B.	TON	\$ <u>76.00</u>	\$ <u>45,600.00</u>
	DEL.	TON	\$ <u>83.50</u>	\$ <u>50,100.00</u>

Guaranteed delivery to the Upshur County Road & Bridge Department as requested by the Road & Bridge Department, no later than 1 days after receiving order.

Longview Asphalt, Inc

75-1667637

Firm Submitting Bid

Federal ID Number

P.O. Box 3661

Address

Longview, Tx 75606

City, State, Zip

Eddie Updike General Manager

eupdike@longviewasphalt.com

Name and Title of Individual Submitting Bid

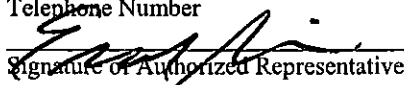
E-Mail Address

903-758-0065

903-758-6440

Telephone Number

Fax Number

 Signature of Authorized Representative

Eduard Updike

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Harrison County
 Address: Marshall, Tx Phone No. 903-935-8412
 Contact person: Amy Franks Title CFM
2. Name: Gregg County
 Address: Longview, Tx Phone No. 903-237-2684
 Contact person: Shelia Embry Title Purchasing
3. Name: Marion County
 Address: Jefferson, Tx Phone No. 903-665-8732
 Contact person: Shannon Saloman Title County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Longview Asphalt
Longview, TX United States

Certificate Number:
2019-456453

Date Filed:
02/25/2019

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

Upshur County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RB02-19
Road Material

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nicholson, Dustin	Diana, TX United States	X	

5 Check only if there is NO Interested Party.

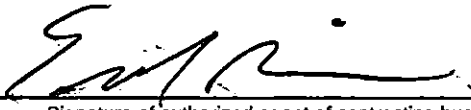
6 UNSWORN DECLARATION

My name is Edward Updike, and my date of birth is 11-5-69.

My address is 20 Robert Wilson Rd, Longview, TX, 75602, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Harrison County, State of TX, on the 25 day of Feb, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Client#: 6343

MADECONT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2019

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 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 Querbes & Nelson 214 Milam Shreveport, LA 71101	CONTACT NAME:		
	PHONE (A/C, No, Ext):	318 221-5241	FAX (A/C, No): 318 429-0599
INSURED Madden Contracting Co., LLC P O Box 856 Minden, LA 71058	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee & Liability		26247
	INSURER C : Travelers Property Cas Co of America		25674
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLO011621403	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP011621503	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC015724202	10/01/2018	10/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC011621303	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cargo		QT6303629P481TIL	01/01/2019	01/01/2020	\$100,000

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

** Supplemental Name **

Louisiana Roadbuilders, Inc.
Longview Asphalt, Inc.

General Liability and Business Automobile policies contain additional insured. General Liability, Business
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Upshur County, Texas
PO Box 730
Gilmer, TX 75644

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

Richard B. Harris Jr.

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DESCRIPTIONS (Continued from Page 1)

Automobile and Workers Compensation policies contain waiver of subrogation. 30 day Notice of Cancellation applies except 10 days for nonpayment of premium on the General Liability, Business Automobile and Workers Compensation policies.

Bid for Rock/RipRap

Upshur County is requesting bids for Crushed Gravel as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

**Rock/RipRap
Base Bid RB06-19**

<u>Quantity</u>	<u>Description of Item</u>	<u>Unit of Measure</u>	<u>Price Per Unit</u>	<u>Total of Items</u>
30,000 (Rock)	F.O.B.	TONS	\$ <u>36.00</u>	\$ <u>1,080,000.00</u>
	DEL.	TONS	\$ <u>43.50</u>	\$ <u>1,305,000.00</u>
30,000 (RipRap)	F.O.B	TONS	\$ <u>41.50</u>	\$ <u>1,245,000.00</u>
	DEL	TONS	\$ <u>49.00</u>	\$ <u>1,470,000.00</u>

Guaranteed delivery to the Upshur County Job-Site as requested by the Road & Bridge Department, no later than 1 days after receiving order.

Longview Asphalt, Inc

75-1667637

Firm Submitting Bid

Federal ID Number

P.O. Box 3661

Address

Longview, Tx 75606

City, State, Zip

Eddie Updike General Manager

eupdike@longviewasphalt.com

Name and Title of Individual Submitting Bid


E-Mail Address

903-758-0065

903-758-6440

Telephone Number

Fax Number

 Signature of Authorized Representative

Eddie Updike

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Harrison County
 Address: Marshall, Tx Phone No. 903-935-8412
 Contact person: Amy Franks Title CFM
2. Name: Gregg County
 Address: Longview, Tx Phone No. 903-237-2684
 Contact person: Shelia Embrey Title Purchasing
3. Name: Marion County
 Address: Jefferson, Tx Phone No. 903-665-8732
 Contact person: Shannon Solomon Title County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Longview Asphalt
Longview, TX United States

Certificate Number:
2019-456457

Date Filed:
02/25/2019

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RB06-19
Road Material

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nicholson, Dustin	Diana, TX United States	X	

5 Check only if there is NO Interested Party.

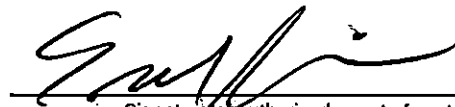
6 UNSWORN DECLARATION

My name is Edward Updike, and my date of birth is 11-5-69

My address is 20 Robert Wilson Rd, Longview, TX, 75602, US
(street) (city) (state) (zip code) (country)

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

Executed in Harrison County, State of TX, on the 25 day of Feb, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

The County of Upshur
State of Texas

Bid # RB07-19
For: Pug Milling
Bid opens date/time: February 28, 2019 @ 9:00 a.m.

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

Sealed bids shall be delivered no later than:

Date/Time: February 27, 2019 @ 5:00 p.m.
Location: Upshur County Judge, 100 W. Tyler St, 3rd Floor County Courthouse,
PO Box 790, Gilmer, TX 75644
Mark Envelope: Bid-RB07-19 Pug Milling

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Upshur County reserves the right to waive simple informalities in this Invitation to Bid.

Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3rd Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, **please contact Andy Jordan, Road Administrator, at 903-843-7623.**

Important Notice! The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Upshur County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

Conflict of Interest Disclosure

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Upshur County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense.

The form can be found at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

Upshur County
Bid # RB07-19 Pug Milling
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Pug Milling

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<u>Bids should be clearly marked:</u> <u>Bid # RB07-19 Pug Milling</u>

RETURN SEALED BID TO the following address
February 27, 2019 not later than 5:00 p.m.

Upshur County Judge
100 W. Tyler Street 3rd Floor
P.O. Box 790
Gilmer, Texas 75644

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Judge's Office before the opening date and time.
The time stamp located in the County Judge's Office will be considered the official time
the bids are received.

GENERAL REQUIREMENTS FOR SEALED BIDS

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

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Upshur County Engineer will issue an addendum addressing the nature of the change. Bidders must sign it and include it in the returned bid package.

ASSIGNMENT

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

AWARD

Upshur 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 bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

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 Checks are not acceptable.

CONTRACT OBLIGATION

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. **This contract is bound when accepted by Commissioners Court.** 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 Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

DISQUALIFICATION OF BIDDER

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

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), 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 contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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, Upshur County's interpretation shall govern.

GOVERNING LAW

This request for bid is governed by the competitive bidding 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 Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Upshur 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 a bidder 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.

INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder 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 bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer'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 proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur 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", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. Late Sealed Bids will not be accepted.

PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without an Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. 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. 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 Upshur County without prejudice to other remedies provided by law. **Where delivery times are critical, Upshur County reserves the right to award accordingly.**

SCANNED OR RE-TYPED RESPONSE

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

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 proposed.

SUPPLEMENTAL MATERIALS

Bidders 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 bidder 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

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur 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 Upshur County Road & Bridge Department.

TERM CONTRACTS

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

TERMINATION

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur 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 Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

WAIVER OF SUBROGATION

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

WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

Upshur County
Bid RB07-19 Pug Milling
Instructions/Terms of Contract

Upshur County is requesting bids on Pug Milling. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Delivery: Bid price must include all costs, freight, FOB destination and delivery based on delivery to Upshur County. Delivery must be made on a weekday, Monday through Friday between 7 am and 2 pm.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders 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 bidder has not taken exceptions and Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and 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, and;
5. Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

Upshur County
Bid RB07-19 Pug Milling
Instructions/Terms of Contract

NOTICE OF INSURANCE SECTION

Please Read Carefully

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Upshur County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Upshur County, Texas.

Upshur County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Upshur County, Texas through its County Road Administrator, Andy Jordan, PO Box 730, Gilmer, Texas 75644, thirty (30) days written notice of same.

Upshur County
Bid RB07-19 Pug Milling
Instructions/Terms of Contract

Termination for Default: Upshur 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. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.

Upshur County
Bid # RB07-19 Pug Milling
Specifications

Scope:

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Pug Milling, for use in Road and Bridge applications. The bid will be effective starting March 15, 2018 and expiring February 28, 2019 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Award Of Contract:

The "PRICE PER UNIT" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive, not restrictive.

Specifications/Minimum Requirements for Pug Milling
--

1. **Description:** This specification shall govern the processing of RAP and Sand in determined percentages by crushing, screening, sizing and the addition of refined Road Oil to RAP and Sand mixture thru pug mill.
2. **Materials:** The RAP and sand or other aggregates shall be supplied by the County. Refined Road Oil shall be used for blending with RAP and sand.
 - a. The amount of road oil shall be determined by mix design. The amount of sand shall be determined by mix design, based on the specific end use. For proposalding purposes 3% road oil shall be used.
 - b. RAP shall be screened and/or crushed to 1 inch max. size prior to mixing in pug mill with sand and road oil.
 - c. If 100% sand mix is used for Proposalsding purposes use 6.5% road oil.
3. **Equipment:** All equipment for processing materials shall be maintained in good repair and operating conditions.
 - a. A material sizing unit shall include 1 power screen and 1 crusher each separate from the other, for the purpose of blending crushed oversized RAP in proper percentages with screened RAP.
 - b. Pug Mill shall be equipped with digital belt scales for continuous weighing of pulverized and sized RAP material, along with sand. The asphalt metering device shall be capable of automatically adjusting the asphalt flow. Metering device shall deliver amount of road oil to within plus or minus 0.2 percent of the required amount by weight of RAP and sand. Digital readings shall be displayed for both asphalt flow rate, and total amount of RAP and sand. Meter shall also display amount of asphalt used at all times. Pug mill shall have a minimum rate of 200 tons per hour.

4. **Cold Feed Bins:** Pug mill shall have 2 cold feed bins. The 1st bin used for RAP and the 2nd bin used for sand. Conveyors from bins shall deposit RAP and sand at various rates determined by mix design and County. Digital belt scales shall be used by each cold bin to assure proper proportioning of RAP and sand. Digital reading shall be verified on each material prior to mixing. For proposaling purposes and 80% RAP and 20% sand mixture shall be maintained during mixing process.

Payment: Payment shall be made by the ton for processed material. The actual quantity of processed material shall be determined either by certified scales or by accumulating the weight belt reading after each run. The weight of Road Oil used in the process will be determined from shipping invoices provided by the Road Oil supplier.

Bidding and Award of Contract

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the road material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

Escalation and De-escalation Policy

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. **The vendor shall provide notice to the County at least two (2) days in advance of any increase in the unit price bid. The two-(2) day period shall begin upon receipt of the notice by the County Road Administrator.** Upshur County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

Bid for Pug Milling

Upshur County is requesting bids for Pug Milling as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

Description of items	F.O.B Point	Price Per Ton
----------------------	-------------	---------------

Bid price includes furnishing Pug Mill, Loader, Radial Stacker, and operators for all equipment. Price includes mix design and lab work with county materials. Price Bid for mixing oil/sand per ton:

Sand Pit

\$ 7.00

If RAP is incorporated into pug mill mixing an additional cost will be applied based on required equipment needs. Example: Screen Crusher, Additional Loader, and amount of RAP to be incorporated into mix. The additional equipment will be based on County approval and requirements. Price bid for asphalt milling per ton:

Sand Pit

\$ 9.65

Material Resources, Inc. 72-1318662
 Firm Submitting Bid Federal ID Number
P.O. Box 1183
 Address
Port Allen, LA 70767
 City, State, Zip
Steve Costo President
 Name and Title of Individual Submitting Bid
225-267-6464 225-387-5500
 Telephone Number E-Mail Address
Steve Costo
 Signature of Authorized Representative Fax Number

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Limestone City
 Address: Groegbeck, TX. Phone No. 254-747-0164
 Contact person: Ted Kantor Title Engr.
2. Name: Cherokee City
 Address: Alto, TX. Phone No. 903-721-3025
 Contact person: Steven Norton Title Comm.
3. Name: Cherokee City
 Address: Jacksonville, TX. Phone No. 903-571-6249
 Contact person: Byron Underwood Title Comm.

Signature Page

As permitted under Article 4413(32c) V.A.C. other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Upshur County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Proposer be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions:..... Yes No

This Proposal shall remain in effect for ninety(90) days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions in the invitation for Proposal, conditions of Proposaling. Terms of Contract, and Specifications and all other items made a part of the accepted contract.

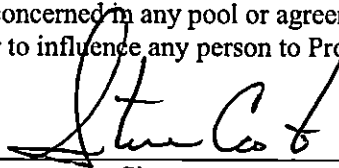
The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with and other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of this Proposal And further, that neither the Proposer nor their employees nor agents have been for the past six(6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to Proposal or not to Proposal thereon.

Material Resources
Proposer (Entity Name)
1302 Safe Energy DR
P.O. Box 1183
Street & Mailing Address

Port Allen, LA 70767
City, State & Zip

225-267-6464
Telephone Number

Steve@materialresources.org
E-mail Address


Signature

Steve Casto
Printed Name

2/21/19
Date Signed

225-387-5500
Fax Number

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Material
PORT ALLEN, LA United States

Certificate Number:
2019-454264

Date Filed:
02/19/2019

Date Acknowledged:

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

Upshur County

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.

RB07-19
Pug Milling

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Moore, Sec. Tres., Cass	Port Allen, LA United States	X	
	Moore, V. Pres., Darren	Port Allen, LA United States	X	
	Operations Manager, Ryan	Port Allen, LA United States	X	
	Casto, President, Steve	Port Allen, LA United States	X	

5 Check only if there is NO Interested Party.

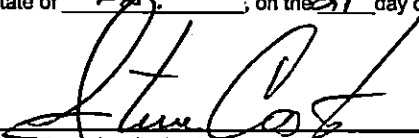
6 UNSWORN DECLARATION

My name is Steve Casto, and my date of birth is 6/30/57.

My address is 22464 HooShoo Too Rd., Baton Rouge, LA., 70817, USA.
(street) (city) (state) (zip code) (country)

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

Executed in W. Baton Rouge Parish County, State of LA., on the 31 day of 2, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

MATER-2

OP ID: AI

DATE (MM/DD/YYYY)
05/31/2018

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 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 Brown & Brown of Louisiana, LLC Brown & Brown of Baton Rouge 6300 Corporate Blvd, Ste 250 BATON ROUGE, LA 70809 Barbara Vierck, CIC, CISR	CONTACT NAME: Barbara Vierck, CIC, CISR	
	PHONE (A/C, No, Ext): 225-763-5600	FAX (A/C, No): 225-763-5650
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A: *Employers Mutual Casualty Co	21415
Material Resources, Inc. Attn: Ryan Casto P. O. Box 1183 Port Allen, LA 70767	INSURER B: *TEXAS MUTUAL INS CO	22945
	INSURER C: *LA WORKERS COMP CORP	22350
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

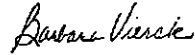
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5X85838	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5X85838	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5X85838	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	157136	07/15/2017	07/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equi			5X85838	06/01/2018	06/01/2019	L/R Item 250,000 L/R Max 500,000

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

See Attached.

CERTIFICATE HOLDER

CANCELLATION

UPSHU-1 Upshur County P O Box 730 Gilmer, TX 75644	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE **UPSHU-1**
INSURED'S NAME **Material Resources, Inc.**

MATER-2
OP ID: AI

PAGE 2
Date **05/31/2018**

Louisiana Work Comp: Darren Moore and Cass Moore are excluded officers
Texas Work Comp: Ryan Castro, Steve, Castro, Darren Moore and Cass More
are excluded officers;

Certificate holder is an Additional Insured for General Liability and Auto
Liability and granted a Waiver of Subrogation for General Liability, Auto
Liability and Workers Comp if required by written contract.