



COOKE COUNTY BID PACKET

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*Please note that sections labeled "BID SPECIFICATIONS/LEGAL NOTICE" and "ADDENDA" may not be included in packet if there is a deposit required for complete specifications and if there have been no addenda.

COOKE COUNTY, TEXAS
TERMS AND CONDITIONS

1. Bids must give full company name and address of the bidder. Failure to manually sign bid will disqualify bid.
2. All bidders must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Cooke County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Cooke County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation for Bid, to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cooke County. All bidders must complete W-9.
4. All Invitation for Bids shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the bid number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Cooke County Auditor's Office
5. Sealed bids will be opened on the date set forth in the Notice to Bidder and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor's Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to stephanie.montgomery@co.cooke.tx.us or faxed to Cooke County at 940.668.5442. The fax must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
7. The requirement to furnish a Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Specifications.
8. If ownership of your firm should change during the term of this contract, Cooke County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Cooke County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
9. Cooke County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed, and operational shall be included in the total bid price. Cooke County will pay no additional freight/delivery/installation/set up fees.
11. The title and risk of loss of the goods shall not pass to County until County takes possession of the goods at the point(s) of delivery.
12. Escalation and De-escalation: 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 auditor 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 auditor. Cooke County reserves the rights 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.
13. If delay is foreseen, vendor shall give written notice to the county auditor. Cooke County has the right to extend delivery date if reasons appear valid. Vendor must keep the county advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting vendor.
14. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Bidder's expense.
15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/ materials of like quality will be considered. Cooke County shall act as sole judge in determining equality and acceptability of products offered.
16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
17. 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.

18. The bid will be awarded to the lowest and best bid and in the best interest of Cooke County. Contracts may be awarded to more than one bidder if it is in the best interest of Cooke County.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in Cooke County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
20. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Cooke County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
21. Upon signing this bid document, an bidder offering to sell supplies, materials, services, or equipment to Cooke County certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
22. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cooke County.
23. Successful Bidder shall submit separate invoices, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Cooke County, Accounts Payable, 101 S. Dixon, Gainesville, Texas 76240. Payments shall not be due until the above instruments are submitted after delivery.
24. It is expressly understood and agreed that in case Cooke County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Cooke County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Cooke County reserves the right to seek another vendor if, any time, vendor's prices do not conform to public pricing.
25. The price to be paid by Cooke County shall be that contained in Bidder's bid which Bidder warrants to be no higher than the Bidder's current prices on orders by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the

items shall be reduced to the Bidder's current prices on order by others, or the alternative, Cooke County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

26. Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County. Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
27. Bidder warrants that the product sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense.
28. Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cooke County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressly implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
30. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Cooke County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Respectfully submitted:

Legal Name of Bidder

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence) City State Zip Code

Complete Remittance Address (if different from above) City State Zip Code

Telephone Number Fax Number

Authorized Representative's Email Address

Federal ID Number (Bidder or Corporation) or Social Security Number (Individual)

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
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1. Name of person doing business with local governmental entity.

2.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by Commissioner's Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please submit your completed and notarized form with your bid packet.

House Bill 89 VERIFICATION

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

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

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual with Cooke County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally appeared
_____, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

COOKE COUNTY PURCHASING DEPARTMENT

CHAPTER 2252 CERTIFICATION

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

Company Name

RFP or PO number

CERTIFICATION CHECK PERFORMED BY:

PURCHASING AGENT

DATE

**COOKE COUNTY AUDITOR
COOKE COUNTY COURTHOUSE
101 S. DIXON STREET
GAINESVILLE, TEXAS 76240
PHONE: 940-668-5431 - FAX: 940-668-5442**

NOTICE TO BIDDER

By order of the Commissioner's Court of Cooke County, Texas, the County Auditor will receive sealed bids until 2:00pm, Thursday, January 25, 2018, for MC-250, MC-800, and MC-3000, Asphalt and Emulsions, for six (6) months beginning February 25, 2018. Funds for payment have been provided through the Cooke County budget approved by the Commissioner's Court for the fiscal year. Bidder may pick up complete bid requirements and specifications at the Cooke County Auditor's Office or on Cooke County's website: www.co.cooke.tx.us. Sealed bids must be addressed to Cooke County Auditor's Office, 101 S. Dixon St, Gainesville, Texas 76240; no electronic bids will be accepted. Sealed bids must be in the office of the County Auditor on or before 2:00pm, Thursday, January 25, 2018, in an envelope plainly marked "Road Oil Products FY18-007". Bids will be opened in the Commissioner's Courtroom, 101 S. Dixon St., Gainesville, Texas 76240, at 2:00pm, Thursday, January 25, 2018. Cooke County reserves the right to reject any and all bids.

COOKE COUNTY, TEXAS-SPECIFICATIONS FOR BULK ROAD OIL MATERIALS

SCOPE:

The intent of this specification is to describe various types of asphalts, emulsions and road oil products. Types of asphalts, emulsions and road oil products required include, but are not necessarily limited to: MC-250, MC-800, and MC-3000. All products must meet the standards set forth in item #300, *Asphalts, Oils, and Emulsions, Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 Edition*, Texas Department of Public Highways and Transportation. Cooke County reserves the right to add or delete participating entities as needs arise or change throughout the contract period.

CONTRACT TERM:

This contract shall begin on February 25, 2018 and continue for six (6) months with two (2) optional three (3) month renewals.

PRICING:

Prices offered shall only be considered if they are provided in the appropriate space(s) on the bid form. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions sections of the bid. Extraneous numbers, prices, comments, etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations. Bidder's price per gallon/ton delivered shall include all cost associated with delivery (i.e. hauling and fuel rates), unless the haul charges are entered in the spaces provided on the attached bid sheet.

PRICE REDUCTIONS:

If during the life of the contract, the vendor's net prices to its customers for the same product(s) and or services shall be reduced below the contracted price, it is understood and agreed that Cooke County shall receive such price reduction.

PRICE REDETERMINATION:

A price redetermination may be considered by Cooke County only at the three (3) month or six (6) month anniversary of the date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Cooke County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

DELIVERY LOCATION:

Cooke County estimates that approximately 50% of the required product will be picked up at the various entities from the vendor's plant site, with the remainder delivered by the vendor to various job site locations throughout the County. Evaluation will include the round trip cost for the entity to pick up material based on rate of \$_____ per mile.

Locations: Precinct 1-14 miles northeast of Gainesville, 1508 Thrasher Road, Callisburg, TX
Precinct 2-15 miles south of Gainesville, 153 Gibson Lane, Valley View, TX
Precinct 3-15 miles southwest of Gainesville, 4058 County Road 318, Era, TX
Precinct 4-15 miles west of Gainesville, 127 County Road 465, Muenster, TX

Delivery locations will be given at the time of the order.

DELIVERY/DEMURRAGE TIME:

Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall be able to place product at Cooke County's designated locations within twenty-four (24) hours after receipt of an order. Delivery shall include three (3) hours demurrage. Vendor shall state in space provided the price per hour, if any, for additional demurrage time. Any exceptions to the required delivery time or demurrage time shall be stated in the space provided.

SPILLAGE AND CLEANUP:

The vendor will be held responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report and clean up any spillage. Failure to do so shall initiate corrective action and charge to the vendor for any occurred cost.

APPROXIMATE USAGE:

Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Cooke County does not guarantee the quantities.

MC-250- All Precinct estimated quantity is 20,000 gallons

MC-800 - All Precinct estimated quantity is 20,000 gallons

MC-3000- All Precinct estimated quantity is 20,000 gallons

FREIGHT:

It is understood that the Freight Commodity Tariff as set by the Texas Railroad Commission is a factor beyond the control of the vendor and may affect price bid during the contract period. Vendor shall notify Cooke County immediately in writing of any such change. This shall be the only allowable increase. Cooke County reserves the right to accept or reject any request for the increase.

TESTING:

Testing may be performed at the request of Cooke County, by an agent so designated by the County, with expense to Cooke County.

DUST CONTROL OIL:

Dust control oil shall be diluted with cold water and flow through spar bar and pumps without stopping them up. Vendor submitting bids for duct control oil shall provide a sample for the County upon request at no cost to the County. Samples of product not meeting these requirements shall be considered unacceptable for award.

**COOKE COUNTY AUDITOR
COOKE COUNTY COURTHOUSE
101 SO. DIXON STREET
GAINESVILLE, TEXAS 76240
PHONE: 940-668-5431 - FAX: 940-668-5442**

LEGAL NOTICE

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ATTENTION : CLASSIFIEDS

BILL TO: COOKE COUNTY AUDITOR

NOTICE TO PUBLISHERS: Please publish in your issue on **Wednesday, January 10, 2018, and Wednesday, January 17, 2018**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER: GAINESVILLE
DAILY REGISTER
DATE: January 8, 2018



COOKE COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST FORM

Phone (940) 668-5435

Fax (940) 668-5440

Email: jason.brinkley@co.cooke.tx.us or echildress@co.cooke.tx.us

AGENDA ITEM REQUEST:

Consider and possibly approve the bid specification for bulk MC-250, MC-800, MC-300,Asphalts and Emulsions to be used by the Cooke County Road and Bridge Departments and advertisement for the same.

€Speaker, €Discussion, χAction, €Executive Session, €Receive/File, €Other (please explain):

Meeting Date Requested: January 8, 2018

Requested By: Shelly Atteberry

X Budgeted Not Budgeted If Funding is required, please explain:

Summary:

THIS SECTION TO BE COMPLETED BY A COURT MEMBER OR STAFF

Authorized to place on agenda:

- [X] Judge Brinkley _____
- [] Com. Hollowell _____
- [] Com. Lemons _____
- [] Com. J. Klement _____
- [] Com. L. Klement _____

Scanned to PDF:

Request to be Pulled: By: _____ Date: _____ Rescheduled: _____

Comments, if any: _____