

**ORANGE COUNTY
INVITATION TO BID
COVER SHEET**

ROAD MATERIALS 2011

Date Due:

TUESDAY

SEPTEMBER 20, 2011

DUE NO LATER THAN 2:00 P.M.
*Bids received later than the date and
time above will not be considered.*

**BID FOR: TERM CONTRACT
SEMI-ANNUAL REQUIREMENTS FOR ROAD MATERIALS**

OFFERORS NOTE!!

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.

Please return your bid by due date listed above. Be sure the return envelope shows the Description and is marked "SEALED BID."

**RETURN BID TO:
ORANGE COUNTY PURCHASING AGENT
714 POLK STREET
ORANGE, TEXAS 77630**

For additional information, contact CONNIE CASSIDY 409-882-7902

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No. _____ FAX No. _____ e-mail _____

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

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

ACCEPTED BY: _____
ORANGE COUNTY PURCHASING PERSONNEL

Date: _____

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

Cover Sheet

Your company name, address, the total amount of the bid/proposal, and your signature (**IN INK**) should appear on this page.

Table of Contents

This page is the Table of Contents.

General Requirements

You should be familiar with all of the General Requirements.

Special Requirements/Instructions

This section provides information you must know in order to make an offer properly.

Specifications

This section contains the detailed description of the product/service sought by the County.

Pricing/Delivery Information

This form is used to solicit exact pricing of goods/services and delivery costs.

Attachments

Residence Certification

Be sure to complete this form and return with packet.

Bid Guaranty & Performance Bond Information & Requirements

This form applies only to certain bids/proposals. Please read carefully and fill out completely.

Bid Check Form

This form applies only to certain forms. Please read carefully and fill out completely.

Vehicle Delivery Instructions

Included only when purchasing vehicles.

Minimum Insurance Requirements

Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

Workers' Compensation Insurance Coverage Rule 110.110

This requirement is applicable for a building or construction contract.

Financial Statement

When this information is required, you must use this form.

Reference Sheet

Other

From time to time other attachments may be included.

GENERAL REQUIREMENTS
FOR 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 bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

GOVERNING LAW

This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that ORANGE 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.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Orange County or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

BID FORM COMPLETION

Fill out and return to the ORANGE COUNTY Purchasing Department ONE (1) complete bid form, using the label provided. An authorized representative of the offeror should sign the Cover Sheet. The contract will be binding only when signed by ORANGE COUNTY, the County Auditor, as applicable certifies funds, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the ORANGE COUNTY PURCHASING DEPARTMENT reception desk at 714 Polk Street, Orange, Texas **before 2:00 P.M.** on the date specified. Late bids will not be accepted.

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, ORANGE COUNTY's interpretation shall govern.

ADDENDA

When specifications are revised, the ORANGE COUNTY Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package. Each addendum will be posted on the Orange County web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site.**

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold ORANGE COUNTY harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

WAIVER OF SUBROGATION

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

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.

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

TAXES

ORANGE COUNTY is exempt from all federal excise, state and local taxes unless otherwise stated in this document. ORANGE 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 ORANGE COUNTY Purchasing Agent.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to ORANGE COUNTY. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any county funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

HIPPA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPPA" to the extent that the Offeror uses, discloses, or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of ORANGE COUNTY to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. ORANGE COUNTY shall act as sole judge in determining equality and acceptability of products offered.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require upcharges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the ORANGE COUNTY Purchasing Department and recommendation to ORANGE COUNTY Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The ORANGE COUNTY Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

INSPECTIONS

ORANGE COUNTY reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING

ORANGE COUNTY reserves the right to test equipment, supplies, material and goods bid 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 bid is subject to rejection.

DISQUALIFICATION OF OFFEROR

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

AWARD

ORANGE COUNTY reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court as applicable, and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of ORANGE COUNTY Commissioners Court.

TERM CONTRACTS

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

MAINTENANCE

Maintenance required for equipment bid should be available in ORANGE COUNTY by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If ORANGE 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.

CONTRACT OBLIGATION

ORANGE COUNTY Commissioners Court must award the contract and the County Judge or other person authorized by the ORANGE COUNTY Commissioners Court must sign the contract before it becomes binding on ORANGE COUNTY or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, **the bid must be submitted in hard copy** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to ORANGE COUNTY until ORANGE COUNTY actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, ORANGE COUNTY may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, ORANGE COUNTY may correct at the offeror's expense.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without an ORANGE COUNTY Purchase Order, signed by an authorized agent of the ORANGE COUNTY Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by ORANGE COUNTY without prejudice to other remedies provided by law. **Where delivery times are critical, ORANGE COUNTY reserves the right to award accordingly.**

CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between ORANGE COUNTY and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the ORANGE COUNTY Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

TERMINATION

ORANGE COUNTY reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which ORANGE 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 ORANGE COUNTY's satisfaction and/or to meet all other obligations and requirements. ORANGE COUNTY may

terminate the contract without cause upon thirty (30) days written notice.

RECYCLED MATERIALS

ORANGE COUNTY encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. ORANGE COUNTY will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE

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

ELECTRONIC DATA

If offeror obtained the bid specifications on a disk in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. It is preferred that you enter your data on the disk, do a print and then return disk and print out. You must return a hard copy bid and return the disk.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be year 2000 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Orange County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Amn. 522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on an Orange County Project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer, or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Orange County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Orange County Clerk's Office. **A CONFLICT OF INTEREST QUESTIONNAIRE IS INCLUDED TO BE FILLED OUT AND RETURNED.** Refer to Texas Local Government Code, Chapter 176 for the details of this law.

GENERAL INFORMATION

CHANGES TO BIDS

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the approval of the Orange County Commissioners' Court.

ORANGE COUNTY IS TAX EXEMPT

The County of Orange is exempt from Federal excise and State Tax; therefore, tax must not be included in this bid.

THE COUNTY RESERVES THE RIGHT TO REJECT BIDS

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

BID MAY BE AWARDED ITEM BY ITEM OR BY LUMP SUM

The County reserves the right to award this contract item by item or to one responsible overall low bidder.

PRICE ERRORS

If the unit price of an item differs from the extended price for quantity bid, the unit price shall govern.

COUNTY MAY HOLD BIDS FOR 30 DAYS

The county reserves the right to hold opened bids for thirty (30) days before final award.

ESTIMATED QUANTITIES

Quantities indicated in the Invitation to Bid and the Bid Specifications are estimates based on the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards. Weather conditions as well as funds appropriated will determine the quantity of road material purchased in any given year.

Purchases shall be on an as needed basis.

EQUIVALENTS OF EQUAL QUALITY ARE ACCEPTABLE

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term, "Or Equivalent" if not inserted shall be implied. The specified article or material shall be understood as descriptive, and not restrictive.

EXCEPTIONS

List any and all exceptions, typewritten, on a separate sheet, and attach that sheet to the bid proposal form

PRICE ADJUSTMENTS MADE TO BID PRICES

A. DISTANCE FACTOR ON ALL HOPPER PRICES

The bid form contains a request for “hopper pricing” on some materials. Bids may be awarded based on this “hopper price” bid plus **\$0.40** per ton per mile distance factor. This distance factor will be computed along the nearest major highway route from the bidder’s hopper to the site of the discontinued Orange County Landfill. The distance measured will be solely determined by the Orange County Engineer, and the Orange County Purchasing Agent. The County reserves the right to award on this adjusted hopper price, or by the bidder’s delivered price – whichever is in the best interest of the County.

CONDITIONS OF BID

TRUCK DELIVERIES

The bids on delivered materials, where specified, shall be delivered prices. The F.O.B. points shall be to a job site within Orange County, or to one of 4 Road and Bridge Barns at the County’s option. It is the vendor’s responsibility to make arrangements for freight, and freight shall not be charged to the County.

RAIL DELIVERIES

The delivered price bid for materials delivered by rail will be based on deliveries F.O.B. Doc Brown Siding in Orange, Texas or the Vidor Siding in Vidor, Texas or other available sites.

TANK TRUCK DELIVERIES OF CRS-2 BINDER

Bulk deliveries of CRS-2 ordered for the County Pot Hole Patcher are to be off loaded into an elevated tank located on Lawrence Drive south of IH-10.

INSURANCE REQUIREMENTS

All insurance requirements, including Workers Compensation, as outlined in the Civil Statutes of the State of Texas shall be met prior to any delivery and shall remain in effect during the life of the contract. The successful vendor must submit copies of insurance certificates to the County Auditor’s Office before any work can be started, or any deliveries are made. Payments to the vendor shall not become due and payable until such certificates have been filed.

SAMPLES MAY BE REQUIRED FOR TESTING

Samples may be requested for testing by Orange County. Any sample(s) that fail testing shall be considered sufficient reason to reject a bid.

NON-PERFORMANCE MAY BE BASIS OF CONTRACT TERMINATION

Continuing non-performance of the contractor in terms of specifications shall be a basis of termination of the contract by the County. Cancellation by the County may be made on thirty (30) days written notice to the offending vendor. The County shall not pay for work, equipment or supplies that are unsatisfactory. Before termination, vendors will be given a reasonable opportunity to correct the deficiencies.

PRICE CHANGES

No price changes will be allowed for the duration of the semi-annual contract.

FACTORS OF AWARD

The bid award shall be based on, but not necessarily limited to the following factors:

- a. total bid price
- b. unit price
- c. delivery terms and lead times
- d. results of testing samples
- e. special needs and requirements of Orange County
- f. vendor's past performance record with Orange County
- g. Orange County's evaluation of the vendor's ability to perform the requirements of the contract
- h. Estimated costs for supplies, maintenance, etc.
- i. Estimated surplus value- if any

METHOD OF PAYMENT

Invoices shall be sent directly to the :

COUNTY AUDITOR'S OFFICE
123 S. 6th Street
Orange, Texas 77630

Payments are processed after the Auditor's Office has been notified by a County representative that the items or services have been received in good condition and that no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Orange County Purchase Order Number for speed in processing. The County will only receive delivery for goods or services as required, and the County shall only be billed for goods ordered and delivered.

SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

After the award of the Contract, no substitutions will be made without the prior approval from the County Purchasing Agent. Should any items on the contract be discontinued or otherwise become unattainable during the life of the contract, tests will be made of substitutes at the discretion of the County Purchasing Agent.

SHIPPING DOCUMENTS REQUIRED

A packing list or other suitable shipping documents shall accompany each shipment, and shall show:

- a. Name and address of vendor.
- b. Name and address of receiving department.
- c. Orange County Purchase Order Number and release number if given.
- d. Description of material shipped, including item numbers, quantity, number of containers, and package number – if any.

TERM OF CONTRACT

This contract with the successful bidder shall commence on the first day of the month following the award, and shall remain in effect for a period of six months unless otherwise noted in the letter of notification of award from the Orange County Purchasing Agent.

MATERIALS WILL BE ORDERED AND DELIVERED ON AN “AS NEEDED BASIS”

The County will not pay for nor be liable for material not ordered and/or not delivered.

SPECIAL CONDITIONS FOR SUPPLYING ROAD BUILDING MATERIALS TO ORANGE COUNTY

SUCCESSFUL BIDDER MUST HAVE ACCESS TO CERTIFIED SCALES

The County reserves the right to reject the bid of any bidder who does not have access to “certified scales.” By submission of this bid, the bidder grants to the County the right to inspect its scales for certification. If the County is refuses the right to inspect the scales during regular business hours, that bidder’s bid shall be summarily rejected. The successful bidder shall keep its scales certified throughout the term of the contract. The term “certified scales” is defined as: The scales shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by accompany duly registered with aforesaid Department of Agriculture. Each load of material sold to the County shall be weighed on the defined certified scales. No payment shall be made if this procedure is not followed.

TESTING

Upon request, copies of laboratory test reports and certificates of compliance may be required to be furnished upon delivery of material. The County will provide for field testing desired, however, in the event of noncompliance of material, the bidder shall be responsible for any confirmations testing to re-certify the material.

MATERIALS SPECIFICATIONS

PRE-COATED LIMESTONE TYPE PB, GRADES 3 & 4 (AGGREGATE)

Must meet specifications in accordance with the latest Texas Highway Standards Specifications for

Road & Bridge construction item # 302

UNCOATED AGGREGATE FOR SURFACE TREATMENTS (LIGHT WEIGHT)

Must meet specifications in accordance with the latest Texas Highway Standards Specifications for Road & Bridge construction item # 303.

CEMENT STABILIZED BASE

Must meet specifications in accordance with the latest Texas Highway Standards Specifications for Road & Bridge construction item # 275 and 247 Type A, Grade IV.

CEMENT STABILIZED SAND

Material is to be sand relatively free of clay and organic contaminants to industry standards. Sack designation is the reference to the number of sacks (or equivalent) of portland cement per ton of material. Material is fully mixed, but has not water added.

PUG MIX

Texas, 610, or Bahama Limestone stabilized with the addition of portland cement. The number of sacks designated represents the number of sacks of portland cement per ton of crushed limestone base material.

LIMESTONE (MAY BE 610 OR TEXAS LIMESTONES AS DESIGNATED)

Must meet specifications in accordance with the latest TCS#132, 1 ¼" screening specifications.

UNHYDRATED CALCIUM SULFATE (BED ASH)

An unhydrated aggregate material high in CaO, CaO₃, CaSO₄, and Ca(OH)₂ but low in silica and aluminum fly ash compounds of combustion byproduct resulting from the combustion of petroleum coke equivalent to the brand name Calsoorb. Material must contain low environmentally safe levels of TCLP leachate concentrations of RCRA metals. Dry loose bulk density nominally 89 pounds/ft³. 100% should pass through a #10 sieve, not less than 95% passing through a #40 sieve, and not more than 60% passing through a #200 sieve.

HYDRATED CALCIUM SULFATE (BED ASH)

A hydrated aggregate material high in CaO, CaO₃, CaSO₄, and Ca(OH)₂ but low in silica and aluminum fly ash compounds if combustion byproduct resulting from the combustion of petroleum coke equivalent to the brand name Calbase. Material must contain low environmentally safe levels of TCLP leachate concentrations of RCRA metals. Dry loose bulk density nominally 72 pounds/ft³. 100% should pass through a #10 sieve, not less than 95% passing through a #40 sieve, and not more than 60% passing through a #200 sieve. Material must meet the Louisiana Department of Transportation and Development (DOTD) specifications for Hydrated ash aggregate.

ASPHALT ROAD SURFACING PRODUCTS

- A. *Hot Mix Cold Laid Asphalt, Type D (HMCL)* Must meet specifications in accordance with the latest Texas Highway Standards Specifications for Road & Bridge Construction item # 334.
- B. *Hot Mix Hot Lay Asphalt, Type D (HMCL)* Must meet specifications in accordance with the latest Texas Highway standards Specifications for Road & Bridge construction item # 340.

ASHPALTS, LIQUIDS, OILS AND EMULSIONS

All materials furnished must meet specifications in accordance with the latest Texas Highway Standards Specifications for Road & Bridge construction item # 300 –including following:

- A. EA-11M Tack Oil
- B. CRS-2 Sealing Oil Emulsions
- C. CRS-2P Sealing Oil Emulsions
- D. AEP (Asphalt Emulsion Prime)
- E. SS-1 Emulsion

DEMURAGE CHARGE

No demurrage will be charged until four (4) hours have elapsed from designated arrival time at job site.

ESTIMATED QUANTITIES

QUANTITIES ARE ESTIMATED

Orange County estimates are based on quantities used the previous year. These projected estimates can be changed by various unforeseen factors, such as the weather, and changes in budgetary conditions. The estimated quantities also do not include orders placed by participating entities. Therefore, these contracts are based on actual annual needs on an as needed basis. There is no intent to buy indicated, or intended, and the County will only pay for material it has properly ordered and received by Orange County.

PARTICIPATING LOCAL GOVERNMENTS

A rider is attached to this bid to indicate the willingness of the bidder to supply materials to participating local governments at the same terms and conditions as is offered to Orange County within this bid, if the bidder is awarded the bid. Participation by the other local governments is solely at the option of those governments, and any contract, resulting is strictly between the individual agencies, and the bidder.

**County Of Orange
Specifications on Bid Road Materials 2011
Rider**

This rider is attached to the County of Orange Bid for the benefit of the agencies listed below. The County assumes no responsibility in the evaluation and award of any contract(s) resulting from this rider. Any contracts resulting from this rider are strictly between the individual agency (of those listed herein) and the bidder.

Bidder is to indicate his willingness to contract with the following respective agencies:

City of Bridge City	_____	_____
	YES	NO
City of Pinehurst	_____	_____
	YES	NO
City of Vidor	_____	_____
	YES	NO
City of West Orange	_____	_____
	YES	NO
City of Orange	_____	_____
	YES	NO

Company

Signature

Date

Please complete and return this page with your bid.

**County of Orange
Specifications on Bid Road Materials 2011**

BID CONFIRMATION SHEET

“The under-signed affirms that they are duly authorized to execute this contract. This company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

PHYSICAL LOCATION OF NEAREST YARD WHERE YOU SUPPLY THESE MATERIALS

STREET ADDRESS

CITY

Weight per cubic yard Pb-3 _____

Weight per cubic yard Pb-4 _____

COMPANY

TELEPHONE

ADDRESS

FAX

CITY STATE ZIP

DATE

REPRESENTATIVE (print or type)

Signature

By signing this bid, a bidder affirms that he has not given, offered to give, nor intends to give at any time, hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted bid or any resulting contract, and the bidder shall be removed from all bid lists.

**Orange County Purchasing Department
 Bid Solicitation
 Road Material Requirements 2011**

	Estimated Usage	Unit Price
AGGREGATE, PRECOATED PB-3, Dlvd To Doc Brown Siding in Orange TX, bulk RR Gondola Car Packaging: _____ Brand: _____ Make/Model: _____	3,000	\$ _____/TON
<hr/>		
AGGREGATE, PRECOATED PB-4, Dlvd to Doc Brown Siding in Orange TX, bulk RR Gondola Car Packaging: _____ Brand: _____ Make/Model: _____	6,000	\$ _____/TON
<hr/>		
AGGREGATE, PRECOATED PB-3, Dlvd to Job site in Orange County, TX, bulk 24 Ton Trailer Packaging: _____ Brand: _____ Make/Model: _____	1,000	\$ _____/TON
<hr/>		
AGGREGATE, PRECOATED, PB-4, Dlvd to Job sit in Orange County, TX, bulk 24 Ton Trailer Packaging: _____ Brand: _____ Make/Model: _____	1,000	\$ _____/TON
<hr/>		
AGGREGATE, PRECOATED PB-3, Bulk at Hopper Packaging: _____ Brand: _____ Make/Model: _____	500	\$ _____/TON

**Orange County Purchasing Department
Bid Solicitation
Road Material Requirements 2011**

	Estimated Usage	Unit Price
AGGREGATE, PRECOATED, PB-4		
Bulk at Hopper		
Packaging: _____	500	\$ _____/TON
Brand: _____		
Make/Model: _____		

EMULSION, AEP, Bulk Truck Delivered to Job		
Packaging: _____	30,000	\$ _____/GAL
Brand: _____		
Make/Model: _____		

EMULSION, AEP, Bulk FOB County Truck @ plant		
Packaging: _____	14,000	\$ _____/GAL
Brand: _____		
Make/Model: _____		

EMULSION, SS-1, Bulk Truck Delivered to Site		
Packaging: _____	2,000	\$ _____/GAL
Brand: _____		
Make/Model: _____		

EMULSION, SS-1, Bulk FOB County Truck @ plant		
Packaging: _____	2,000	\$ _____/GAL
Brand: _____		
Make/Model: _____		

SEALER, CRS-2, Bulk Truck Delivered to Site		
Packaging: _____	130,000	\$ _____/GAL
Brand: _____		
Make/Model: _____		

**Orange County Purchasing Department
 Bid Solicitation
 Road Material Requirements 2011**

	Estimated Usage	Unit Price
SEALER, CRS-2, Bulk FOB County Truck @ plant		
Packaging: _____	20,000	\$ _____/GAL
Brand: _____		
Make/Model: _____		

ASPHALTIC CONCRETE, HOT MIX/ COLD LAID, Bulk, FOB County Truck @ Plant		
Packaging: _____	5,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

ASPHALTIC CONCRETE, HOT MIX/COLD LAID, Bulk, Delivered @ Jobsite		
Packaging: _____	1,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

ASPHALTIC CONCRETE, HOT MIX/ HOT LAID, Bulk, FOB County Truck @ Plant		
Packaging: _____	5,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

ASPHALTIC CONCRETE, HOT MIX/ HOT LAID, Bulk, Delivered @ Jobsite		
Packaging: _____	1,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

**Orange County Purchasing Department
 Bid Solicitation
 Road Material Requirements 2011**

	Estimated Usage	Unit Price
<hr/>		
LIMESTONE BASE, 610-3/4 inch, Bulk, FOB County Truck @ Hopper		
Packaging: _____	20,000	\$/_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
LIMESTONE BASE, 610-3/4 inch, Bulk, FOB Delivered to Jobsite		
Packaging: _____	5,000	\$/_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
LIMESTONE BASE, 610-1 1/2 inch, Bulk FOB County Truck @ Hopper		
Packaging: _____	1,000	\$/_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
LIMESTONE BASE, 610-1 1/2 inch, Bulk FOB Delivered @ Jobsite		
Packaging: _____	1,000	\$/_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
LIMESTONE BASE, Texas 3/4 inch, Bulk, FOB County Truck @ Hopper		
Packaging: _____	5,000	\$/_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		

**Orange County Purchasing Department
 Bid Solicitation
 Road Material Requirements 2011**

	Estimated Usage	Unit Price
LIMESTONE BASE, Texas ¾ inch, Bulk FOB Delivered @ Jobsite		
Packaging: _____	5,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

LIMESTONE BASE, Texas 1 ½ inch, Bulk FOB County Truck @ Hopper		
Packaging: _____	1,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

LIMESTONE BASE, Texas 1 ½ inch, Bulk FOB Delivered @ Jobsite		
Packaging: _____	1,000	\$ _____/CUYD
Brand: _____		
Make/Model: _____		

COVERSTONE, Railroad Ballast, 1 ½ inch, Bulk, FOB County Truck @ Hopper		
Packaging: _____	1,000	\$ _____/CYD
Brand: _____		
Make/Model: _____		

SAND, Bank, Bulk, FOB County Truck @ Hopper		
Packaging: _____	5,000	\$ _____/TON
Brand: _____		
Make/Model: _____		

**Orange County Purchasing Department
 Bid Solicitation
 Road Material Requirements 2011**

	Estimated Usage	Unit Price
<hr/>		
SAND, Stabilized, 1 ½ Sack, Bulk, FOB, County Truck @ Hopper		
Packaging: _____	4,000	\$_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
SAND, Stabilized, 3 Sack, Bulk, FOB County Truck @ Hopper		
Packaging: _____	1,000	\$_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
SAND, Stabilized, 4 Sack, Bulk, FOB, County Truck @ Hopper		
Packaging: _____	1,000	\$_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
SAND, Stabilized, 5 Sack, Bulk, FOB, County Truck @ Hopper		
Packaging: _____	1,000	\$_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
PUGMIX, Stabilized, 1.5 Sack, Bulk FOB, County Truck @ Hopper		
Packaging: _____	4,000	\$_____/TON
Brand: _____		
Make/Model: _____		
<hr/>		

**Orange County Purchasing Department
 Bid Solicitation
 Road Material Requirements 2011**

	Estimated Usage	Unit Price
PUGMIX, Stabilized, 3 Sack, Bulk, FOB, County Truck @ Hopper		
Packaging: _____	4,000	\$ _____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
PUGMIX, Stabilized, 4 Sack, Bulk, FOB, County Truck @ Hopper		
Packaging: _____	4,000	\$ _____/TON
Brand: _____		
Make/Model: _____		
<hr/>		
Asphaltic Concrete Patching Material DMS-9202, High Performance Cold Mix		
Packaging: _____		\$ _____/Ton
Brand: _____		
Make/Model: _____		
<hr/>		
Crushed Concrete, ¾ - 1-1/2"		
Packaging: _____		\$ _____/HR
Brand: _____		
Make/Model: _____		
<hr/>		
Demurrage, Extra Time spent waiting		
Packaging: _____		\$ _____/HR
Brand: _____		
Make/Model: _____		
<hr/>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

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.

OFFICE USE ONLY

Date Received

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

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

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

Form CIQ
Page 2

5

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

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

Signature of person doing business with the governmental entity

Date



ORANGE COUNTY PURCHASING DEPARTMENT

714 Border Street
Orange, Texas 77630
Phone (409) 882-7902
Fax (409) 670-4106

January 4, 2011

To All Interested Vendors:

Due to recent legislative changes, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, all vendors who do business with a local government entity are required to complete a conflict of interest questionnaire. We have attached the questionnaire to this letter and are asking that you complete the form where applicable, sign, date and return it with the attached bid packet.

If you are not submitting a bid, we still must have the questionnaire signed, dated and returned to us within thirty (30) days to ensure your ability to continue doing business with Orange County.

Orange County does appreciate the time and effort expended on fulfilling this request and we are looking forward to our continued business relationship in the future.

If you have any questions, please feel free to contact me at 409-882-7902.

Sincerely,
Connie Cassidy
Purchasing Agent
Orange County

