

**Vendor Name:**

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**WOOD COUNTY**  
AUDITORS OFFICE

TERRI SELLERS  
AUDITOR

DAPHNE CARTER  
ASSISTANT AUDITOR

**BID NO. 2022-001**

**ANNUAL CONTRACT  
FOR  
ASPHALT BASE CRUDE OIL (ROAD OIL)**

**BIDS DUE**

**October 18, 2021  
10:00 A.M.**

**BID NO. 2022-001**

## ANNUAL CONTRACT ASPHALT BASE CRUDE OIL (ROAD OIL)

Wood County is requesting bids for the **ANNUAL CONTRACT FOR ASPHALT CRUDE OIL (ROAD OIL)** for Road & Bridge Precinct #1, 2, 3 and 4. All bids must be submitted on the attached Bid Proposal Form. Wood County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids become the property of Wood County and may not be amended, altered or withdrawn without the recommendations of the Auditor’s Office and the approval of Commissioners' Court.

Wood County is exempt from Federal Excise and State Sales Tax; therefore, the tax must not be included in this bid.

**All documents associated with this bid including but not limited to, the bid document, questions and their responses, addenda, and special notices will be posted under the Bid number on the Wood County website and available for download by bidders and other interested parties. No documents will be faxed or emailed after the initial Notice of Intent to Bid and prior to bidding award. It is the bidders’/respondents’ sole responsibility to review this site and retrieve all related documents prior to the Bid due date.**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Auditors Office, the review, inspection, and processing procedures can be completed as specified.

**Invoices** shall be sent directly to the Wood County Auditor’s Office, Attention: Accounts Payable, P.O. Box 389, Quitman, Texas 75783. It is the intention of Wood County to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided.**

**Continuing non-performance** of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days notice prior to cancellation.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Wood County reserves the right to waive any irregularities and to make an award in the best interest of the County.

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Wood 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. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the County.
4. The Bidder is in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience, and equipment, questionnaires, etc.
6. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Wood County.

**It is the bidders' sole responsibility to print and review all pages of the bid document, attachments. The Bid Proposal Signature Form must be signed and returned. Failure to provide a signature on this form renders bid non-responsive.** Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certificate of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Wood County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful bidder may not assign their rights and duties under an award without the written consent of the Auditor's Office. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

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**The material may be picked up and or delivered to job site within Wood County. Delivery to job site shall be F.O.B. destination.**

Hours of operation shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery date is important to the County and may be required to be a part of each bid. Wood County considers the delivery time to be that period elapsing from the time the individual order is placed until that order is received by the County at the specified delivery location. The delivery date indicates a guaranteed delivery to Wood County, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.

The County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If the order is given and the Bidder fails to furnish the materials by the guaranteed date, the County reserves the right to cancel the order without liability on its parts.

A **packing list** shall accompany each shipment and shall show:

Name and address of Vendor

Name and address of receiving department

Description of material shipped, including item numbers, quantity, etc.

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### STANDARD TERMS AND CONDITIONS PLEASE READ CAREFULLY

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

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

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

**BID REQUIREMENTS:** Offeror must comply with all statutes, rules, regulations, and policies relating to purchasing at Wood County in addition to the requirements of this form. The entire Bid packet with a completed Conflict of Interest Questionnaire form must be received by the Wood County Auditor's Office on or before the hour and date specified. Late and/or unsigned Bids will not be considered under any circumstances. Proposals cannot be altered or amended after due date and time.

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

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

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

**ADDITIONAL INFORMATION:** Questions regarding this solicitation must be in writing to Wood County Auditor's Office at the address provided on the cover sheet. Bidders are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal amendment to the solicitation document.

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

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required.

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

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

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

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

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

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

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

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

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

**FAILURE TO ENFORCE:** Failure by Wood County at any time to enforce provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Wood County to enforce any provision at any time in accordance with its terms.

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

**ORAL STATEMENTS:** Wood County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Wood County Auditor's Office.

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

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

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

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

**APPLICABLE LAWS:** Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS200E ET Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Wood County. The goods may be returned or held for the account of the seller, at the Seller's risk and expense.

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

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jurisdiction of such courts in the event of a dispute.

**FUNDING CLAUSE:** Wood County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement, may be terminated. To effect the termination of this Agreement, Wood County shall, thirty (30) days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The Contractor will submit a final invoice and will cooperate with the County Auditor to remove all property owned by the Contractor as soon as possible. The final invoice will be verified and approved. Thereupon, Wood County will be released from its obligation to make further payments.

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

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

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

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

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

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

**SCANNED OR RE-TYPED RESPONSE:** If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published Bid package, then in the event of any conflict between terms and provisions of the County's published Bid, or any portion thereof, and the terms and provisions of the



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response made by the offeror, the County's Bid **as published** shall control. Furthermore, if an alteration of any kind to the County's published Bid is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

**CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):** The CIQ must be signed and returned with the original bid packet. The bid will be disqualified if the CIQ is not signed and/or not returned.

**CERTIFICATE OF INTERESTED PARTIES FORM 1295 will need to be completed online see Instruction attached. Your ID# is 2022-001**

**Wood County reserves the right to accept or reject all or any part of any Bid and make an award that best serves the interests of Wood County.**

**Any responses, worksheets and/or submitted documents to this Bid become the property of Wood County unless withdrawn before the due date and time of this bid.**

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Contract Terms:** Successful vendor(s) will be awarded a contract, effective from the date of award or notice to proceed as determined by Wood County Purchasing, through June 30, 2022. At Wood County's option and approval by the vendor, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **Renewal Options:** Wood County reserves the right to exercise an option to renew the contract of the vendor for three (3) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation.
3. **COOPERATIVE PURCHASING:** Wood County reserves the right to make purchases from Governmental Cooperative contracts or other Contractors to meet county needs. Governmental entities within Wood County utilizing Inter-Governmental contracts with Wood County will be eligible, but not obligated, to purchase goods and/or services under contract(s) awarded as a result of this solicitation. Using entities are responsible for obtaining charge authorization levels from awarded Contractor and are responsible for conforming to their statute auditing regulations. Wood County will not be responsible for another Governmental entity's debts. Each entity will order their goods and/or services as needed.
  - A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? \_\_\_\_\_ Yes  
\_\_\_\_\_ No
    - 1) If you, the Bidder, checked yes, the following will apply:
      - a) Governmental Entities utilizing Inter-Governmental Contracts with Wood County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Wood County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Wood County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.1
      - b) Delivery to governmental entities located within Wood County will be at no charge or as otherwise provided for in the Award Document.

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- c) Wood County pays for goods and services utilizing vendor invoices. In the event Governmental Entities utilizing Inter-Governmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the vendor.

B. **SECONDARY/ALTERNATE AWARD**: Secondary or alternate vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Wood County Auditor's Office, or his designee.

(1) In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be caused to remove the vendor from the contract. Would you, the Bidder, be willing to accept a secondary/alternate award based on the above?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

RETURN ORIGINAL COPY OF THIS PAGE WITH BID

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**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

6. **Testing** may be performed through an independent testing laboratory at the request of Wood County anytime during the length of the contract. If the result of the test show material does not meet specifications, the cost of the test will be absorbed by the vendor. If the result of the test show material does meet specifications, the cost of the test will be borne by Wood County.
7. **Pricing and Adjustments.** Pricing must remain firm for the entire contract. This specification provides for a price increase at the time of renewal, if needed, based upon price charges the bidder receives from the supplier. All bidders desiring consideration of a price increase must supply documentation from bidders, showing the reason for the increase. This can result in a price increase or price reduction, depending on the current price. All Other factors that affect the price of Asphalt Crude oil (Road oil) should be incorporated into the bid price. Upon Notification of price increase, Wood County will review the increase to determine the validity and will either:
- a. Accept the increase
  - b. Reject the increase and offer the second lower bidder the award for that section at the same price originally bid ( if less than primary vendors prices after price increase); or
  - c. Re-bid the entire contract if the second low bidder is unable to maintain the original price bid.
8. **Material Specification.** Materials delivered under the contract resulting from this Request for Bid **MUST** meet the requirements specified on the Bid Proposal Forms. This Request for Bid is for the purchase of material only; material may be picked up or delivered. Installation is **NOT** required. Material delivered that does not meet specifications will not be accepted. Vendors shall be responsible for all charges for product and delivery cost for material failing to meet these specifications.

**CAN YOU MEET OR EXCEED THIS SPECIFICATION?     YES     NO**

RETURN ORIGINAL COPY OF THIS PAGE WITH BID

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### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

#### **INSURANCE REQUIREMENTS**

- A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Wood County.
1. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence  
\$2,000,000 aggregate
    - b. Property Damage — \$500,000
  2. Automobile Liability:
    - a. Bodily injury — \$500,000 minimum combined single limit
  3. Contractual liability — same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
1. Proof of Carriage of Insurance - All certificates of insurance will be required to be filed with the Auditor's Office.
  2. All certificates shall provide Wood County with an unconditional thirty days written a notice in case of cancellation or any major change.
  3. As to all applicable coverage, certificates shall name Wood County and its officers, employees, and elected representatives as an additional insured.
  4. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
  5. The Contractor agrees to waive subrogation against Wood County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
  6. The Contractor/Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Wood County with the proper documents verifying the coverage.

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**Evaluation criteria** shall include, but is not limited to the following:

- a. Unit Price per Ton
- c. Special needs and requirements of Wood County
- d. Results of testing samples (if needed)
- f. Wood County's experience with products bid
- g. Vendor's past performance record with Wood County
- h. Wood County's evaluation of vendor's ability to perform
- i. Average Tons, per trip
- j. Vendor's agreement to extend pricing under this contract to other governmental entities

### **ESTIMATED QUANTITIES FOR TWELVE (12) MONTH PERIOD**

**Quantities** indicated on the Bid Proposal Forms are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

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### SPECIFICATIONS

**PRODUCT DESCRIPTION:** Asphalt Base Crude Oil that has the following composition:

Water and sediment level not to exceed 2%.

Paraffin content not to exceed 5%.

Sulphur content not to exceed 5%

**TERM OF CONTRACT:** July 1, 2021, through June 30, 2022

With an option of three (3) extensions to the contract pending both parties agree.

**MULTIPLE CONTRACTS:** In accordance with Local Government Code, Chapter 262.027(e) regarding the request for bids for delivery for a particular location or product, Wood County is requesting bids separately for each precinct.

Wood County reserves the right to award separate bids if it is in the best interest of Wood County to do so. A vendor may bid on one or more precincts depending on the vendor's supply of products. It is the intent of Wood County to award the contract to one vendor that will supply the needs of the entire County. Wood County reserves the right to award alternate bids for the purpose of assuring adequate availability of the quantities needed.

**PRICING:** The pricing shall be based on a percentage discounting from the West Texas Intermediate Crude Prices or NYMEX at the close of business the day prior to the order being placed. Any and all Severance and Regulatory Tax is to be paid by the Bidder.

Bidders may request a price change if during the term of the contract if the Bidder's net prices to other customers of like products/ items are reduced below the contracted price. It is understood and agreed that the benefits of such reduction shall be extended to Wood County. The Bidder will, within seven (7) days, provide written a notice to the Wood County Auditor's Office of the amount(s) of the decrease(s) and the effective date(s).

**DELIVERY:** Bid should include two options – (1) a delivered price (index) to any of the Wood County storage facilities, and (2) a price (index) for oil picked up by Wood County.

**INABILITY TO FURNISH PRODUCT:** Wood County is seeking one vendor to provide for the needs of the County. However, should Wood County order any quantity of oil as specified herein and the Bidder is not able to supply the quantity ordered at that time, the Bidder shall immediately notify the Wood County Auditor at 903-763-2921. The County Auditor may require additional information in writing. Such periodic inability to furnish the product does not terminate this contract, but the Bidder understands it does allow Wood County to make a purchase from another vendor to fulfill the specific needs on that date.

**The material may be picked up and or delivered to job site within Wood County. Delivery to job site shall be F.O.B. destination. Prices** shall include all charges for freight, F.O.B. inside delivered to: VARIOUS LOCATIONS IN WOOD COUNTY AS INDICATED UPON ORDER

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**WOOD COUNTY, TEXAS**

**INVITATION TO BID**

**BID #2022-001, ASPHALT BASE CRUDE OIL (ROAD OIL)**

**BID OPENING: October 18, 2021 AT 10:00 A.M.**

Bids must be sealed original and one (1) copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the Wood County Auditor's Office, 100 Main Street, Suite 101, Quitman, Texas 75783 until 2:00 P.M. **Central Time on October 18, 2021.**

If bids/proposals are sent by mail to the Auditor's Office, P.O. Box 389, Quitman TX 75783, the bidder shall be responsible for actual delivery of the bid to the Auditor's Office before the advertised date and hour for the opening of bids. If mail is delayed either in the postal service or in the internal mail system of Wood County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized. **Any bid received later than the specified time, whether delivered in person or mailed, shall be returned unopened.**

**BIDS MUST BE RETURNED BY DATE/TIME SHOWN ABOVE IN A SEALED ENVELOPE CLEARLY LABELED WITH THE NAME AND ADDRESS OF THE OFFEROR, BID NUMBER, AND BID OPENING DATE AND TIME ON THE OUTSIDE OF THE ENVELOPE. OFFEROR MUST RETURN THIS COVER SHEET AND THE BID RESPONSE FORM ATTACHED ALONG WITH REQUESTED INFORMATION.**

\_\_\_\_\_ Check if declining to Bid. State reason:

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

Name and Address of Offeror:

\_\_\_\_\_

\_\_\_\_\_ (Authorized Signature and Date)

\_\_\_\_\_

\_\_\_\_\_ (Name of Authorized Representative)

\_\_\_\_\_

(Zip)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Federal I.D. Number)

\_\_\_\_\_ (Telephone)

\_\_\_\_\_ (Email Address)

This Form Must Be Signed and Original Copy Returned With Bid.



**ANNUAL CONTRACT FOR ASPHALT CRUDE OIL( ROAD OIL)**

**COMPANY IS:**

Business included in a Corporate Income Tax Return? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

**THIS FORM MUST BE ORIGINAL RETURNED WITH BID.**

**ANNUAL CONTRACT FOR ASPHALT CRUDE OIL( ROAD OIL)**

**CERTIFICATION OF ELIGIBILITY**

**(This provision applies if the anticipated contract exceeds \$25,000)**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Wood County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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Authorized Signature

## ANNUAL CONTRACT FOR ASPHALT CRUDE OIL( ROAD OIL)

This Form Must Be Original Copy Returned With Bid.

### Form 1295 Certificate of Interested Parties

#### What is House Bill 1295 ("HB 1295")?

- The 84th Texas Legislature recently passed HB 1295, which enacted Section 2252.908, Texas Government Code. This new law prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business entity first submits a disclosure of interested parties.

#### To whom does HB 1295 apply?

- All "business entities" (sole proprietorship, partnership or corporation, regardless if it is for profit or a nonprofit entity) that enter into a contract with a "governmental entity" (city, county, public school district, or special purpose district or authority).

#### To what contracts does HB 1295 apply?

- All contracts entered into on or after January 1, 2016, that (i) require an action or vote by the governing body of the governmental entity, and (ii) has a value in excess of \$1 million.
- It does NOT apply to contracts where (i) the governing body has legal authority to delegate to its staff the authority to execute the contract; (ii) the governing body has delegated to its staff the authority to execute the contract; and (iii) the governing body does not participate in the selection of the business entity with which the contract is entered into.
- Note: "Contract" includes an amended, extended, or renewed contract.

#### How does a business entity comply with HB 1295?

The Texas Ethics Commission ("TEC") has developed the following prescribed procedures:

1. First, the business entity accesses the TEC website at <https://www.ethics.state.tx.us/File/> and completes a Form 1295 online, making all necessary disclosures required by HB 1295. (Business entities will need to create an account the first time they log in to the TEC system.) Business entities MUST complete Form 1295 online.
2. Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295; including creating a unique "Certificate Number" that is stamped in the upper right-hand corner of the form.
3. Then, the business entity executes a hard copy of the form and submits it to the governmental entity on or before the award of the contract.

Specific guidance on what information business entities must disclose, as well as more information about completing Form 1295, may be found on the Texas Ethics Commission website at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*NOTICE: The information contained on this form is being provided for informational purposes only, and should not be construed as legal advice on any subject matter.*

**ANNUAL CONTRACT FOR ASPHALT CRUDE OIL( ROAD OIL)**

Original copy of Form 1295 must be returned after award of bid. Your HB1295 ID# is 2022-001

**WOOD COUNTY, TEXAS**

**BID FORM**

**BID PACKAGE NO.:**                    **2022-001**

**DESCRIPTION:**                    **ASPHALT BASE CRUDE OIL (ROAD OIL)**

**BID OPENING:**                    **10:00 A.M.**  
**October 18, 2021**  
**Wood County Auditor's Office**

BID OF:

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Name (Typed or printed) Phone

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Mailing Address City State Zip

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Signature Social Security Number

**Unit Pricing for Each Precinct:**

Please state the percentage to be discounted from the West Texas Intermediate Crude or NYMEX.  
Using the closing price from the prior business day to the order being placed.

	Pct. 1	Pct. 2	Pct. 3	Pct. 4
Price / Barrel – Pick up	_____	_____	_____	_____
Price / Barrel – Delivered	_____	_____	_____	_____

This Form Must be Signed Original Returned with Bid

**ANNUAL CONTRACT FOR ASPHALT CRUDE OIL( ROAD OIL)**

**Bid Affidavit**

The undersigned certifies that the bid attached to this invitation has been carefully reviewed and are submitted as correct and final. The undersigned further certifies that bidder agrees to furnish any and/or all services upon which prices are extended at the price offered, and upon the conditions contained in the bid package. The period of acceptance of this bid will be upon notification of award of the bid.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who after being by me duly sworn, did depose and say: I, \_\_\_\_\_, hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he or she been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services bid on, or to influence any person or persons to bid or not to bid thereon.”

**CONTRACTOR’S OFFER**

I, \_\_\_\_\_, hereby agree to fulfill this contract per the attached bid by signing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public  
State of Texas

**APPROVAL AND ACCEPTANCE BY WOOD COUNTY, TEXAS**

Wood County, Texas signing by and through County Judge, Bryan Jeanes has authorized the execution of this contract for Asphalt Base Crude Oil (Road Oil) by order of the Wood County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bryan Jeanes, County Judge

**THIS FORM MUST BE SIGNED AND THE ORIGINAL COPY RETURNED WITH BID.**

**ANNUAL CONTRACT FOR ASPHALT CRUDE OIL( ROAD OIL)**

**BID FORMS/DOCUMENTS CHECKLIST**

<p>✓Indicates Compliance</p>	<p><b>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. All deviations from specifications must be documented separately and included with bid package.</b></p>
	<p>1. <b>Signatures.</b> All forms requiring a signature must be signed. Bids not signed will not be considered for the award.</p>
	<p>2. <b>Bid Proposal Forms.</b> All sections of Bid Proposal Forms have been completed.</p>
	<p>3. <b>Insurance Certificates (If required).</b> Bidders must submit all Insurance Certificates with the bid. If no insurance requirements specified, mark N/A.</p>
	<p>4. <b>Addenda.</b> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.</p>
	<p>5. <b>It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda, and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide a signature on this form renders bid non-responsive.</b> Failure to complete and the submission of all required forms, including but not limited to the Certificate of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of the entire bid.</p>
	<p>6. <b>Accuracy for all mathematical and number entries is the sole responsibility of the bidder.</b> Wood County will not be responsible for errors made by the bidder.</p>
	<p>7. <b>CERTIFICATE OF INTERESTED PARTIES FORM 1295 will need to be completed online see Instruction. Your ID# is 2022-001. Only if you are awarded the bid</b></p>
	<p>8. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.</p>



Did you sign your bid and/or your addendum?

If not, your bid will be rejected

**SIGNATURES:** All Forms requiring a signature must be signed. Bids not signed will not be considered for the award.