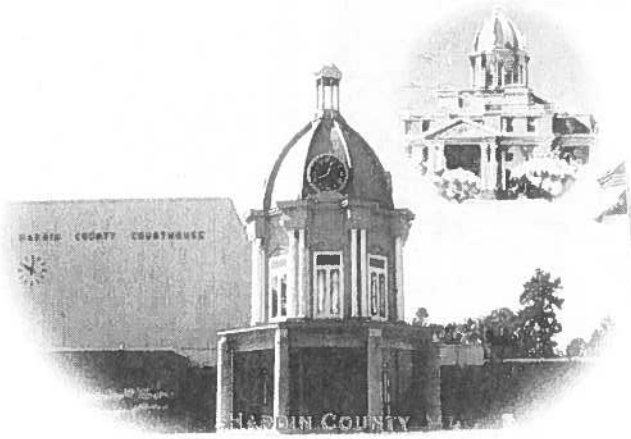




Hardin County Purchasing
300 Monroe St. Kountze, Texas 77625
(409) 246-5124
Fax (409) 246-3208

Misty Sims- Purchasing Agent

REQUEST FOR BID
ROAD AND BRIDGE EMULSIONS FOR ALL PRECINCTS

Sealed Bids should be plainly marked on the envelope, **ROAD AND BRIDGE EMULSIONS** and addressed to Misty Sims, Hardin County Purchasing Department, 300 Monroe, Kountze, Texas 77625. Bids will be received until 2:00 P.M., September 5, 2025. It is strongly recommended that you hand-deliver or send your bid via FedEx or UPS to ensure it arrives on time. No late bids will be accepted. Any bid not received in Purchasing Department will be refused. Bids are submitted for a six (6) month period. Item to be bid on:

ROAD AND BRIDGE EMULSIONS

Hardin County has the right to accept or reject any or all bids submitted. Additional information may be obtained by contacting Hardin County Purchasing (409) 246-5124 www.hardin.co.tx . EEO employer.

**HARDIN COUNTY
INVITATION TO BID
COVER SHEET**

EMULSIONS

DATE DUE: September 5, 2025

Due no Later Than 2:00P.M.

Bids received later than the date and time and will not be considered.

Additional information may be obtained from the following commissioners:

L.W. (Nubbin) Cooper Jr., Pct. #1

Chris Kirkendall, Pct. #2

Amanda Young, Pct. #3

Ernie Koch, Pct. #4

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

RETURN BID TO:

MISTY SIMS

HARDIN COUNTY PURCHASING AGENT

300 MONROE

KOUNTZE, TEXAS 77625

For more information, contact Hardin County Purchasing at 409-246-5124

www.co.hardin.tx.us

Company Name: _____

Company Address: _____

City, State, Zip: _____

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.

GOVERNING LAW

This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262 Sub. Chapter c 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 HARDIN 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.

BID RETURNS

Offerors must return all completed bids to the HARDIN COUNTY PURCHASING DEPARTMENT at 300 Monroe, Kountze, Texas 77625, **BEFORE 2:00 P. M. on September 5, 2025. It is strongly recommended that you hand-deliver or send your bid via FedEx or UPS to ensure it arrives on time. Late bids will not be accepted.**

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 Purchasing Department and recommendation to Hardin 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 recommendation. The Hardin County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

AWARD

HARDIN 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, and 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 the Purchasing Agent of his intent to appear.

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. The County also reserves the right to accept or reject any or all bids submitted if at any time materials do not conform to meet specifications. Hardin County reserves the right to use alternate vendor.

BID MAY BE AWARDED ITEM BY ITEM

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 any item differs from the extended price for quantity bid, the unit price shall govern.

FOB DELIVERIES COUNTY WIDE FOR ALL PRECINCTS

The bids on delivered materials, where specified, shall be delivered prices. The F.O.B. points shall be to a job site within Hardin 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.

COUNTY IS TAX EXEMPT

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

PRICE CHANGES

No price changes will be allowed for the duration of the six (6) month contract.

TERM OF CONTRACT

This contract with the successful bidder shall commence on the date specified in award letters, and shall remain in effect for a period of six months.

NON-PERFORMANCE

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

VENDOR

Any Vendor not responding to an invitation to bid within one year will be dropped from Hardin County's Vendor List.

METHOD OF PAYMENT

Invoices shall be sent directly to the appropriate Road & Bridge Precinct.

Invoices are processed at the individual Road & Bridge Precincts after the items and services have been received in good condition and no unauthorized substitutions have been made, then forwarded to the Auditor/Treasurer for payment. The County will only receive delivery for goods or services as required, and the County shall only be billed for goods ordered and delivered.

County of Hardin is an Equal Opportunity Employer

FORM 1295-CERTIFICATE OF INTERESTED PARTIES

As you may, or may not be aware, the Texas Legislature passed HB 1295 in their last legislative session, which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires an action by Commissioners' Court. **(Please note that a new filing must be completed for each awarded contract)** Accordingly, if awarded, we will required your assistance in complying with the new Form 1295 requirements.

ROAD & BRIDGE PRECINCT 1

Commissioner L.W. (Nubbin) Cooper Jr.

P. O. Box 1757

Silsbee, TX 77656

Phone: 409-385-5501

Fax: 409-386-0752

ROAD & BRIDGE PRECINCT 2

Commissioner Chris Kirkendall

P. O. Box 1436

Kountze, TX 77625

Phone: 409-246-3972

ROAD & BRIDGE PRECINCT 3

Commissioner Amanda Young

P. O. Box 550

Sour Lake, TX 77659

Phone: 409-287-3300

ROAD & BRIDGE PRECINCT 4

Commissioner Ernie Koch

100 Southland Drive

Lumberton, TX 77657

Phone: 409-755-4584

EMULSIONS SPECIFICATIONS

All items are to meet Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges edition 2004.

Please use bid sheet provided.

Please show allowance for large quantity discount and where applicable furnish specifications and samples.

Please limit Bids to the items below only NO OTHER ITEMS WILL BE ACCEPTED.

Company Name: _____

Company Address: _____

City, State, Zip: _____

EMULSIONS

Bid Sheet

A. EMULSIFIED ASPHALTS SS-1, CRS-2, CRS-2H

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

B. ASPHALT ITEM 300, AC-10

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

C. ROAD OIL, MC 800

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

D. AES-300

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

Company Name: _____

Emulsions Bid Sheet Continued

E. PRIME COAT, AEP

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

F. TACK OIL, RC-250, ITEM 300

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

G. MC-30

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

H. CRACKED FUEL OIL

Plant location _____ Phone # _____

@ Plant _____ FOB Delivered _____

Any additional Charges:

Company Name: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



Solicitation for Bid/Request for Proposal

Hardin County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ATTACHMENT B, APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the

interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT B, APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).