



SPECIFICATIONS AND INVITATION TO BID
PETROLEUM ASPHALTS & RELATED ROAD MATERIALS FOR PARKER COUNTY, TEXAS

FORMAL BID #PC12-08

1. SCOPE / SPECIAL TERMS, CONDITIONS

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. The offerer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Parker County. All vendors must disclose any relationships personal or business to the Parker County Commissioners Court. Failure to do so will result in immediate cancellation of the contract

All questions or concerns regarding the specifications or requirements of this solicitation must be directed to the office of the Parker County Purchasing Agent, Deena Nichols, 1112 Santa Fe Drive, Weatherford, TX 76086 if in writing, or by phone to 817-598-6080. Should written clarifications be deemed warranted by the Purchasing Agent, they will be affected by an addendum to this solicitation and provided to all known respondents by mail. All contact with Parker County during the time period of this solicitation must be through the office of the Purchasing Agent. There should be no other contact with employees or officials of Parker County regarding this solicitation or issues related to this solicitation prior to the award of a contract.

1.1 Parker County, Texas is now accepting formal sealed bids on a variable price contract for the purchase of petroleum asphalts & related road materials for road and bridge construction applications. Contract period will begin **upon award by Commissioners' Court** and end **January 31, 2013**.

1.2 Parker County hereby expressly reserves the right to accept or reject in part or in whole any or all bids or proposals submitted and/or to make a formal contract award on the basis of total bid price or unit bid pricing, whichever is deemed most practical by Parker County. Parker County also hereby expressly reserves the right to take up to 90 days after the formal bid opening to render a decision and to waive any technicalities or formalities considered to be in the best interest of the County.

1.3 This invitation and accompanying bid form, when completed by vendor, constitutes a legally binding offer and becomes the governing contract document between Parker County and the successful bidder upon formal award of the bid. Parker County expressly reserves the right to reject any incomplete bid.

1.4 Bid proposals will be received until **2:00 PM Central Time January 19, 2012**, in the office of the Purchasing Department. Bids will be opened in the conference room of the Purchasing Department, Parker County Annex, 1112 Santa Fe Drive, Weatherford, Texas immediately following the above closing time. However if Parker County offices are closed due to bad weather, emergency or a holiday, bids will be received until 2:00 pm the following business day and publicly opened and read aloud. It is anticipated that award of this contract will be executed by the Honorable Commissioners Court, in an open meeting presently scheduled for **9:00 AM CENTRAL TIME January 23, 2012**.

Please Note: The official time clock for receiving bids is the electronic stamp located in the Purchasing Department. This is the official time and no late protest will be recognized.

1.5 This contract may be cancelled with 30 days written notification on behalf of either party.

1.6 Parker County hereby expressly reserves the right to accept or reject any bid on the basis of lump sum or unit pricing, and/or to award or reject any portion of this contract for specific materials on a precinct by precinct basis, at the sole discretion of Parker County. Also, please note that any given precinct may elect to award a contract to more than one company, depending on that company's prices, and its' proximity to County job sites.

1.7 Geographical location of various plants where materials may be obtained will bear heavily in Parker County's consideration of bids. Thus, it is essential that bids fully and accurately detail the locations of company facilities from which bid materials are to come.

1.8 Any and all deliveries of materials under this contract will be made within a 30-mile radius of the Parker County Courthouse; Weatherford, Texas and bid prices **MUST** reflect all delivery and freight. Delivery trucks must be insulated. Grade of product required will be determined by Parker County at the time of order.

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

- 1)** Delivery time.
- 2)** Parker County's evaluation of vendor to supply and perform.
- 3)** Vendor reputation.
- 4)** Vendor's past performance record with Parker County or other Counties.
- 5)** Best bid price (not necessarily low bid).

1.10 Any bid which Parker County **PICKS UP** at the U.S. Post Office with postage due will be refused and sent back to the vendor unopened. Should this occur and vendor misses bid opening, Parker County will not honor or recognize any protest.

1.11 Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.

1.12 Please note that Parker County is exempt from Federal Excise and State Sales Tax, therefore tax for goods or services rendered must not be included in your bid. Vendor will be responsible for taxes on vendor's purchases.

1.13 Prospective bidders will not be allowed to take advantage of any errors or omissions in these specifications. Where errors or omissions appear in the specifications, the bidder shall promptly notify Parker County in writing of such errors or omissions it discovers. Any significant errors, omissions or inconsistencies in the specifications are to be reported no later than five (5) days before time for the bid proposal response to be submitted.

1.14 Bidders may be disqualified for any of the following reasons: **1)** Reason to believe collusion exists among the bidders. **2)** The bidder is involved in any litigation against Parker County. **3)** The bidder is in arrears on an existing contract or has failed to perform on a previous contract with Parker County. **4)** Lack of financial stability.

1.15 Parker County will allow **price adjustments** on petroleum asphalts and related road materials as specified in this bid. The vendor must notify the Parker County Purchasing Department thirty days prior to the time of each effective price change, by furnishing a price list from the manufacturer stating all increases and the percentage above cost that will be charged to Parker County by the vendor on each product; as well as guarantee the price for a minimum of 60 days or until the end of the contract term whichever is less. All price adjustment requests are subject to the approval of commissioner's court.

1.16 Cooperative Purchasing: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Parker County and the successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Parker County shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

1.17 Demurrage Charges: Demurrage charges will not be allowed if delivery is not received within 30 minutes before or after scheduled delivery. Demurrage charges for deliveries made by a sub-contractor, must be invoiced by the awarded vendor.

1.18 Termination of Contract: This contract shall remain in effect until contract expires or delivery and or performance of services ordered terminated by either party with a thirty (30) day written notice. The successful bidder must state therein the reasons for such cancellation. Parker County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.

2. SPECIFICATIONS/ REQUIREMENTS

2.1 Materials herein described and sought under this contract **MUST** comply with Texas State Department of Highways and Public Transportation standard specifications for construction of highways, streets and bridges, as described therein under Item #300, under Division III, Surface Courses or Pavement. Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements for the specified type and grade in Table 11A for TRMSS (Tire Rubber Modified Surface Seal). Parker County reserves the right to specify dilution rates. Vendor should indicate any pricing changes that may result from such dilution and any and all fees associated with dilution.

2.2 Anticipated products used by Parker County will be:

- | | | |
|----------------------|--------------------------|----------------------|
| 1) CRS-2 | 12) AEP | 23) Crack Seal - Hot |
| 2) CRS-2H | 13) Prime & Tack | 24) Rap Processing |
| 3) CRS-2P | 14) Road Base Stabilizer | 25) Type A HMA |
| 4) MS-1 | 15) MC-30 Prime Oil | 26) Type B HMA |
| 5) MS-2 | 16) RC 200 Asphalt | 27) Type C HMA |
| 6) RS-2 | 17) RC 250 Asphalt | 28) Type D HMA |
| 7) SS/CSS-1 | 18) RC 500 Asphalt | 29) Type A WMA |
| 8) AES-300 | 19) AC-3 Asphalt | 30) Type B WMA |
| 9) Fast Set Fog Seal | 20) AC-5 Asphalt | 31) HMCL Type FF |
| 10) MIP-65 | 21) AC-10 Asphalt | 32) HMCL Type B |
| 11) MIP-65S | 22) Crack Seal - Cold | |

Rap Processing; The awarded vendor must conform with TXDOT Specification 926-77-18, revised 09/2009. Pricing shall be based on a per ton cost for the conversion which shall include all costs associated with the conversion including chemicals, materials, fuel, pug mills, equipment, and labor.

Bidder must include all costs in bid price – no additional charges will be allowed, subject to Section 1.15 above. Parker County shall supply the RAP material and a location for the conversion to take place, and hauling of material to a job site if required.

3. ESTIMATED QUANTITIES

3.1 Because Parker County's road and bridge construction projects are seasonal in nature, and because of the differing needs of the respective Precincts, it is not feasible to offer prospective bidders estimated quantities of materials.

3.2 Please note that Parker County will not be bound by contract to purchase any predetermined amounts of petroleum asphalts. All purchases will be made on the basis of actual need.

4. DELIVERY POINTS

4.1 Specific locations of Parker County precincts and current precinct commissioners are as follows:

- Precinct 1, 3000 Veal Station Rd., Weatherford, TX. (George Conley)
- Precinct 2, 3033 FM 1885, Weatherford, TX. (Craig Peacock)
- Precinct 3, 1111 FM 1189, Weatherford, TX. (John Roth)
- Precinct 4, 1320 Airport Rd., Aledo, TX (Dusty Renfro)

Bidders should be aware that delivery addresses will be specified by each ordering precinct at the time of order placement and may or may not be to the precinct address indicated.

5. INFORMATION

5.1 If you have questions regarding these specifications or require additional information to prepare a bid, contact Deena Nichols, Purchasing Agent, or Kim Rivas, Chief Assistant Purchasing, Parker County Courthouse Annex, 1112 Santa Fe Drive, Weatherford TX., 76086, at 817-598-6080, weekdays 8 a.m. to 5 p.m.

5.2 All programs and services of Parker County are offered on a nondiscriminatory basis without regard for race, color, national origin, age, sex, religion, marital status, handicap, or disability.

5.3 Please see exhibit A and B for additional terms and conditions.

6. FUNDING

6.1 Funds for payment have been provided through the Parker County budget approved by Commissioners Court for this fiscal year only. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Parker County fiscal year shall be subject to budget approval.

7. INSURANCE CONSIDERATIONS:

See Exhibit A for Texas's Worker's Compensation statement.

7.1 If any material delivery is made to Parker County, the vendor must comply with the following insurance requirements:

A certificate of insurance shall be filed with the Parker County Purchasing Department prior to commencement of any work under this contract, naming Parker County as an additional insured with regard to this contract and evidencing insurance coverage of limits not less than the following:

A) Worker's Compensation - Providing for payment for benefits as specified by the Worker's Compensation Law of the State of Texas. **(Please note that proof of worker's compensation will be required only if the vendor is successful in the bid award. A worker's compensation certificate of insurance will not be required just for the bid opening).**

B) General Liability - \$100,000 each person
- \$300,000 each accident

Personal Damage - \$100,000 each person
- \$100,000 each accident

FORMAL BID ON: **PC12-08 PETROLEUM ASPHALTS & RELATED ROAD MATERIALS**

Scheduled Opening Date, Time: **January 19, 2012, 2:00 P.M. Central Time**

Anticipated Award Date: **January 23, 2012, 9:00 A.M. Central Time**

Opening Location: **Purchasing Department, Parker County Courthouse Annex, 1112 Santa Fe Drive, Weatherford, TX**

Please Note:

If Parker County offices are closed due to bad weather, emergency or a holiday, bids will be received until 2:00 PM the following business day and publicly opened and read aloud.

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing merchandise, supplies, services and/or equipment set forth above. Completed bid proposals **MUST** be in the hands of the Parker County Purchasing Department, 1112 Santa Fe Drive, Weatherford, Texas; no later than 2:00 PM on the above prescribed "Scheduled Opening Date", unless another time is specifically prescribed. **Late bids will be returned to the bidder unopened.**

In order to assure your bid is fairly considered, it must be submitted in a properly sealed envelope, clearly marked on its outside surface with the words: "**SEALED BID ON PETROLEUM ASPHALTS & RELATED ROAD MATERIALS**". Bids marked otherwise may be opened by mistake.

It is extremely important that you return the **Bid Page** of this form, with the appropriate information inserted in the spaces provided, so that your bid may be considered valid.

Bids may be withdrawn at any time prior to the official opening by the Parker County Commissioners Court. Parker County is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in the bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and these instructions. The period for acceptance of this bid will be 90 calendar days unless a different period is specified by Parker County. Processing for payment will commence only after delivery and formal acceptance of merchandise, and upon receipt of a proper invoice and any titles or other transfer of ownership certificates or documents, pending final approval by the Commissioners Court of Parker County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the content 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 bidder or to any other persons engaged in this type of business prior to the official opening of this bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

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

FORMAL BID PC12-08 PETROLEUM ASPHALT & RELATED ROAD MATERIALS

	Per gallon bid price F.O.B. Plant Site	Per gallon bid price Delivered
1. CRS-2	\$	\$
2. CRS-2H	\$	\$
3. CRS-2P	\$	\$
4. MS-1	\$	\$
5. MS-2	\$	\$
6. RS-2	\$	\$
7. SS1/CSS-1	\$	\$
8. AES-300	\$	\$
9. Fast Set Fog Seal Emulsion	\$	\$
10. MIP-65	\$	\$
11. MIP-65S	\$	\$
12. AEP	\$	\$
13. Prime & Tack	\$	\$
14. Road Base Stabilizer	\$	\$
15. MC-30 Prime Oil	\$	\$
16. RC 200 Asphalt	\$	\$
17. RC 250 Asphalt	\$	\$
18. RC 500 Asphalt	\$	\$
19. AC-3 Asphalt	\$	\$
20. AC-5 Asphalt	\$	\$
21. AC-10 Asphalt	\$	\$
22. Crack Seal – Cold	\$	\$
23. Crack Seal – Hot	\$	\$
24. Rap Processing, immediate use per ton	\$	\$
25. Rap Processing, stock pile per ton	\$	\$
26. Type A HMA	\$	\$
27. Type B HMA	\$	\$
28. Type C HMA	\$	\$
29. Type D HMA	\$	\$
30. Type A WMA	\$	\$
31. Type B WMA	\$	\$
32. Type FF HMCL	\$	\$
33. Type B HMCL	\$	\$
34. Other (Please Describe)	\$	\$
35. Other (Please Describe)	\$	\$

Demurrage charges:

Minimum time limit: _____ Per hour rate: \$ _____

Dilution Fees: \$ _____

Pump/Hose: \$ _____

Other Charges: (Specify)

_____ \$ _____

_____ \$ _____

Temporary on-site storage tank: _____

Location of bidder's plant: _____

In signing this bid page for formal bid **#PC12-08**, the undersigned is obligated to all the instructions, terms, conditions and specifications set forth in the pages of this document. The undersigned further agrees to provide the County any and all invoices it may require for pricing verification under this contract.

WOULD BIDDER BE WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?:

_____ YES _____ NO

Bidder's Name and Address:

Name: _____ **Signature:** _____

Date: _____ **Telephone:** _____

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 01, 1994 and **this does affect your bid on this project.**

The TWCC has stated that it is aware that statutory requirements for Workers' Compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. **This affects both of us on this contract.**

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. **This affects your subcontractors.**

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the Law does not establish". **Therefore, the County should not experience any increase in cost because of the Need to comply with the Texas Workers' Compensation laws.**

Deena Nichols
Purchasing Agent
Parker County

Additional questions may be addressed to the Texas Workers' Compensation Commission, Southfield Building, 4000 S. IH-35, Austin, Texas, 78704, 512-440-3618.

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

Exhibit A

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entities employees providing services on a project for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by Parker County.

Persons providing services on the project ("subcontractor" in Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

- B. The contractor shall provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
- C. The contractor must provide a certificate of coverage to Parker County prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Parker County showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to Parker County:
 - (1) a certificate of coverage, prior to that person beginning work on a project, so Parker County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify Parker County in writing by certified mail or personal delivery within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project.
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
 - (6) notify Parker County in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts to perform as required by paragraphs (1) through (7), with the certificates of coverage to be provided to the person for whom they are providing services
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Parker County that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Parker County to declare void if the contractor does not remedy the breach within ten days after the receipt of notice of breach from Parker County.

Exhibit B

TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:** No public official shall have an interest in this contract, in accordance with Texas Local Government Code Chapter 171.
2. **ETHICS:** The bidder shall not offer any benefits, gifts, or enticements of any nature to any official, agent or employee of Parker County.
3. **FUNDING:** Funds for payment have been provided through the Parker County budget approved by the Commissioner's Court for this fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Parker County fiscal year shall be subject to budget approval.
4. **LATE BIDS:** Bids must be received by the Purchasing Department before the hour on the date specified. Bids received after that time will be disqualified and returned to the sender. Parker County is not responsible for tardiness or non-delivery of documents by mail or courier. **All NO BIDS shall be marked as such and timely returned. Failure to do so will result in deletion from the Vendor list.**
5. **DELIVERY:** All delivery and freight charges (F.O.B. Parker County designated location) are to be included in the bid price. Additional charges including but not limited to fuel surcharges will not be allowed.
6. **BID AWARD:** Bids may be awarded on the lump sum or unit basis, whichever is in the best interest of Parker County. Bids that are by unit price must be extended and the total shown. In case of errors in extension, unit prices will be taken.
7. Pursuant to Texas Local Government Code section 262.0276, the Parker County Commissioner's Court has adopted a policy which requires vendors' taxes to be current as of the date bids or proposals are due. Bidders with delinquent taxes on the due date are ineligible for award.
8. Any clarification or questions concerning bids should be directed to the County Purchasing Department prior to bid opening.
9. **MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A bidder must affirmatively demonstrate the bidder's responsibility by meeting the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the proposed delivery schedule
 - c. have a satisfactory record of performance, and;
 - d. have a satisfactory record of integrity and ethics.

Parker County may request information sufficient to determine bidder's ability to meet the minimum standards listed above.
10. The bidder shall provide with its bid all documentation required by the invitation to bid. Failure to comply may result in bid rejection. Bids must be signed by an authorized representative and show the full name and address of the bidder.
11. **ADDENDA:** Any alteration to, or interpretation of, the invitation to bid will be made by the Parker County Purchasing Department in the form of an addendum. Addenda will be sent by mail, email or fax to all who are known to have received a bid invitation. Bidders shall acknowledge receipt of such addenda within 24 hours. For verification addenda must be signed by the vendor and faxed back to the Purchasing Department at 817-598-6191.
12. **ALTERING BIDS:** Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or its agent.
13. **WITHDRAWAL OF BID:** A bid may not be withdrawn or cancelled by the bidder without the permission of the County for a period of 90 days following the deadline for receiving bids. By submitting a bid, bidder agrees to leave its bid open for 90 days. The Commissioner's Court reserves the right to reject any or all bids.
14. **SALES TAX:** Parker County is exempt from Federal Excise Tax and State Sales Tax. A certification for this exemption is available upon request. Accordingly, tax should not be included in bid price or invoice.
15. **CONTRACT:** A contract may be awarded to the lowest and best bidder as established by state law. This bid shall constitute a contract between the successful bidder and Parker County. The contract shall be governed by these Terms and Conditions and the bid shall be incorporated by reference.
16. **CHANGE ORDERS:** No oral statement shall modify or otherwise change or affect the terms, conditions, or specifications stated in the contract resulting from this invitation to bid. All change orders to the contract will be made in writing to the Parker County Purchasing Department, and approved by Parker County Commissioner's Court.

17. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, the bidder agrees to extend the benefits of such reduction to Parker County.
18. **ASSIGNMENT:** The successful bidder may not sell, assign, transfer or convey the resulting contract, in whole or in part, without the prior written consent of Parker County.
19. **TERM OF CONTRACT:** The contract arising from the invitation to bid shall remain in effect until it is fulfilled by the delivery and acceptance of the products and the performance of the services specified in the invitation to bid. This contract shall remain in effect until contract expires or delivery and or performance of services ordered terminated by either party with a thirty (30) day written notice. The successful bidder must state therein the reasons for such cancellation. Parker County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.
20. **TERMINATION FOR DEFAULT:** In the event of a breach or default by the bidder, Parker County reserves the right to enforce the performance of this contract in any manner authorized by law or deemed in the best interest of the County. Parker County reserves the right to terminate the contract immediately in the event the bidder:
 - a. fails to meet schedules;
 - b. defaults in the payment of any fees, or;
 - c. otherwise fails to perform in accordance with these specifications.

Breach of Contract or default authorizes Parker County to exercise any or all of the following rights:

- a. take possession of the assigned premises and any fees accrued or becoming due to date;
- b. take possession of all goods, fixtures and materials of the bidder and foreclosure its lien against such personal property, applying the proceeds toward fees due or thereafter become due, and;
- c. award the contract to the next lowest and best bidder as deemed in the best interest of the County.

In the event the successful bidder fails to perform, keep, or observe any of the terms and conditions herein, Parker County shall give the bidder written notice of such default. If the default is not cured within two working days of receipt of such notice, default will be declared and the bidder's rights shall terminate.

21. **NOTICES:** All notices to be given to the bidder by Parker County shall be deemed given on the day after such notice has been deposited in the United States mail in Parker County, Texas by Registered or Certified Mail, with sufficient postage affixed, addressed to the bidder at the address provided by the bidder. This provision shall not prevent the issuance of actual notice in any other manner.
22. **DESCRIPTIONS:** Any catalog, brand name, or manufacturer reference used in the bid request is descriptive not restrictive. It is intended to indicate the type and quality desired. Bids on brands of like nature and quality will be considered.
23. **EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered. Bidders excepting to the specifications or offering substitutions shall state the exceptions in the section provided in the invitation or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has taken no exception and the bidder agrees to perform in strict compliance with the invitation. Parker County reserves the right to accept any, all, or none of the exceptions or substitutions.
24. **SAMPLES:** When requested, samples shall be furnished at no cost to Parker County. After notification to the bidder, such samples must be retrieved from the County within two weeks. Samples not retrieved timely shall be deemed donated to the County.
25. **ITEMS/WARRANTY:** All items must be new and in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest manufacturing standards. Items supplied under this contract are subject to the County's approval. The bidder warrants that all items and services conform to the specifications in the invitation to bid. The bidder further agrees that none of the warranties stated in the Texas Business and Commerce Code may be waived and that the items supplied under this contract shall be free from all defects in material, workmanship, and title. Any items found defective or not meeting specifications shall promptly be and replaced by the successful bidder at no expense to the County. If a defective or non-conforming item is not retrieved by the bidder within one week after notification of its status as defective or non-conforming, the item will be deemed donated to the County. This will not relieve the bidder of its responsibility to provide a properly functioning replacement that conforms with the bid specifications.
26. **REMEDIES:** The successful bidder and Parker County agree that both parties have all rights, duties and remedies allowed by state law.
27. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas and the venue shall be Parker County, Texas.
28. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Parker County from claims involving infringement of patents and /or copyrights and will indemnify Parker County for such claims.

CONFLICT OF INTEREST QUESTIONNAIRE: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the attached Questionnaire, Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity (Parker County). By law, Form CIQ must be filed with Parker County if the vendor or person submits an application, response to a request for proposals or bids, correspondence, or writing related to a potential agreement with Parker County. (please refer to Section 176.006, Texas Local Government Code at: <http://www.statutes.legis.state.tx.us/> or contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506 for more detail).

IMPORTANT: A VENDOR OR PERSON COMMITS AN OFFENSE IF HE OR SHE FAILS TO FILE FORM CIQ IN ACCORDANCE WITH SECTION 176.006, LOCAL GOVERNEMENT CODE. AN OFFENSE UNDER THIS SECTION IS A CLASS C MISDEMEANOR.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly 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 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

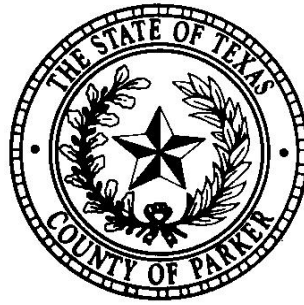
D. Describe each employment or business relationship with the local government officer named in this section.

4

 Signature of person doing business with the governmental entity

 Date

Adopted 06/29/2007



Direct Line: 817.598.6140

Parker County Purchasing

Fax: 817.598.6191

1112 Santa Fe Dr. Weatherford Texas 76086

Dear Vendor:

Please complete and return the enclosed Vendors/Bidders List Application form. Upon receipt of the Application, We will input the information provided into our system and assign you a vendor number in order for county departments to make purchases from you. When you return all documentation requested your company will be added to our Vendor List. Please include a completed W-9 Form.

Please note Parker County is tax exempt, therefore no taxes should be assessed to any purchases. Parker County's Tax Identification Number is 756001109.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact us at 817.598.6140.

Sincerely,

Parker County Purchasing Dept

Enclosures



Parker County Purchasing
1112 Santa Fe Drive Weatherford, Texas 76086
817-598-6140 ---- 817-598-6191 fax

VENDOR / BIDDERS LIST APPLICATION

Date: _____ Federal ID # or Social Security #: _____

New Application Add Commodities Delete Commodities

Applicant's Company Name and Address:

Mailing (Remit to) Address if different than above:

E-mail address: _____

Type of Organization:

Individual Corporation Minority Owned

Woman Owner Non Profit Organization Partnership

How long in business: _____

Person's authorized and contact person on bids or quotes and to sign bids, Offers and Contracts:

Name Official Capacity Telephone / Fax

Type of Business:

Manufacturer Service

HUB Vendor Wholesale Dealer Retail Dealer Other

Type of Product Sold and/or Service Provided: _____

I herby certify that information supplied herein is correct:

Print or type Name

Title

Signature

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Parker County	
Address (Street & number, P.O. Box or Route number) 1112 Santa Fe Drive	Phone (Area code and number) 817-598-6140
City, State, ZIP code Weatherford, Texas 76086	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:
All Items Purchased with valid County Purchase Order

Purchaser claims this exemption for the following reason:
Local Governmental Entity, Tax Code Section 151.309

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here 	Title Purchasing Agent	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.