

# COUNTY OF HOPKINS

County Auditor



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## INVITATION TO BID

## ANNUAL CONTRACT

**BID TITLE: ASPHALT PAVING SERVICES  
(12) MONTH CONTRACT**

## BIDS DUE

**OCTOBER 3, 2022  
9:00 A.M.**

**BID NUMBER – 2022-008**



**RFP #2022-008, ASPHALT PAVING SERVICES FOR HOPKINS COUNTY  
(12) MONTH CONTRACT  
Return Deadline: 9:00 A.M. Central Time, Monday, October 3, 2022.**

**RETURN BID TO:  
COUNTY JUDGES OFFICE  
HOPKINS COUNTY COURTHOUSE  
118 CHURCH STREET  
PO BOX 288  
SULPHUR SPRINGS, TEXAS 75483**

**BIDS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE WILL NOT BE  
CONSIDERED.**

**RFP #2022-008 ASPHALT PAVING SERVICES**

From: Hopkins County Auditor  
P. O. Box 288  
Sulphur Springs, Texas 75483

**RFP NO. 2022-008**

Bids will be received at the Hopkins County Judge's Office until **9:00 A.M. MONDAY, October 3, 2022** and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. All respondents or other interested parties are invited to attend the opening. Bids will be presented for consideration at the 9:00 A.M. Commissioners Court meeting Monday, October 10, 2022.

**READ CAREFULLY**

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet. By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

**Company Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_  
Authorized Representative -Signed by hand Authorized Representative-Typed or Printed

**SCOPE OF BID:**

Hopkins County, invites sealed request for proposals from interested qualified vendors for asphalt paving services to miscellaneous Hopkins County Roads. Actual usage will be based upon the requirements of the individual county precincts. The following pages provide general information about the requirements and specifications for the package.

**DESCRIPTION:**

The work consists of pulverizing existing roadway 6", spreading and compacting approx. 20' wide with a 2% crown. Cement stabilize the pulverized roadway with 25lbs of Portland Cement (stabilizer) per sq. yd. Finish to profile grade of 22' wide with a 2% crown. Furnish, haul, and lay 2" of Type D compacted plan mix asphalt. Which will leave the county road with a 20' width paved roadway.

The county will do all prep work, including ditches, replacement of culverts etc. Vendor will only be responsible for reclaiming existing oil sand and laying of asphalt.

Vendor will provide equipment and materials to complete the job. Please submit bids for ½ mile increments.

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hopkins County.

**ADDITIONAL INFORMATION and DEMONSTRATION, NEGOTIATIONS:**

Prior to award, selected Vendors may be asked to provide further information concerning their Request for Proposal up to and including presentations/demonstrations. The Hopkins County Commissioners Court reserves the right to reject any and all bids of obtaining the best and final offer, and to accept the bid deemed most advantageous to Hopkins County.

The request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Contractors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sold determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in writing, end with that Vendor and proceed to move the second vendor, and so forth until a contract is negotiated.

## **INSURANCE:**

The awarded Vendor will maintain such insurance as will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims or damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-contractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Hopkins County Auditor and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below.

Successful vendor must submit copies of insurance certificates to the county auditor before any work or delivery can be initiated. Hopkins County will require the selected Vendor to name Hopkins County as an additional for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. All insurance must be placed through an insurance carrier licensed to operate in Texas.

**Note: Current Proof of General Liability Insurance MUST be returned with your bid response.**

## **INDEMNIFICATION:**

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives, and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

## **STATUS OF INDEPENDENT CONTRACTOR:**

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

**LAW GOVERNING:**

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise. Vendor agrees to follow all local, state and federal laws.

**FUNDING CONTINGENCY:**

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Hopkins County. If sufficient funding or authority is not made available, the contract shall become null and void.

**CONDITIONS:**

1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Hopkins County and the successful bidder for the period designated.
2. Bids must be received by the County Judge's Office prior to the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered.
3. 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.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. Hopkins County reserves the right to reject any bid that does not fully respond to each specified item.
6. Bidder should include employer identification number or social security number

7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:  
**"RFP: #2022-008 ASPHALT PAVING"**
8. Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.
9. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
10. Hopkins County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty-day written notice is given to the other party.
11. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Price
  - b. Location of vendor and accessibility
  - c. Special needs and requirements of Hopkins County
  - d. Previous Related Experience
  - g. Hopkins County's evaluation of Vendor's ability to fulfill contract.
  - h. Vendor's past performance record with Hopkins County.
12. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
13. Hopkins County is exempt from certain Federal Excise, State and Local taxes.

**CONTRACT FULFILLMENT:**

Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Specifications. If bid and performance bonds are required, the proper document will be included in the package.

## **SPECIFICATIONS**

This contract will be for a 1-year term beginning on October 10,2022. At such time, it may be extended for 1 year should both parties agree.

### **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.



**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities. at <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

**NON-COLLUSION AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COUNTY OF HOPKINS

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, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing bid on behalf of the said

\_\_\_\_\_. 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 been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder

\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

SUBSCRIBED AND SWORN to me by the above named

\_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**BID SHEET**

**BID AMOUNT PER ½ MILE** \_\_\_\_\_

**BID AMOUNT PER ½ MILE LABOR ONLY** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**BID AUTHORIZATION BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LIST ANY CONDITIONS OR DEVIATIONS WITH THIS BID:**

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**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

**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

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.