**Bid Documents for**

# HFRS-2P POLYMER MODIFIED EMULSIFIED ASPHALT

**Comal County, Texas**

**BID #2015-130**

# COMAL COUNTY
# INVITATION TO BID

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT BID DATES:

| | |
|---|---|
| **DUE DATE:** | **April 28, 2015 AT 3:00 P.M., CST** |
| **OPENING DATE:** | **April 28, 2015 AT 3:00 P.M., CST** |
| **AWARD DATE:** | **May 14, 2015** |

**Bidder/Offeror shall sign and date the bid/offer as requested on each page. Bids/Offers, which are not signed and dated in this manner, may be rejected.**

RETURN OFFER TO:
RAMONA WOMACK, CPPO, CPPB
COUNTY PURCHASING DIRECTOR
COMAL COUNTY
1297 CHURCH HILL DR.
NEW BRAUNFELS, TEXAS 78130

Please note that all bids/offers **must be received at the designated location by the deadline shown**. Bids/Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director or Jose "JD" Davila, Senior Buyer, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities. Contact with any other person associated with this Bid may result in DISQUALIFICATION of the Bid
**It is the bidder/offerors responsibility to verify the issuance of Addenda in regard to this bid/offer.** All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPO, CPPB
County Purchasing Director

# COMAL COUNTY
# BID PAGE/BIDDER CERTIFICATION

| | |
|---|---|
| TOTAL COST PER GALLON, F.O.B. PLANT | $ |
| TOTAL COST PER GALLON, F.O.B. DELIVERED ANYWHERE WITHIN COMAL COUNTY | $ |
| DEMURRAGE CHARGE, PER HOUR, (DELIVERY ONLY) IF ANY, TO BE CHARGED AFTER TWO (2) HOURS UNLOADING TIME | $ |
| HOSE AND PUMP (DELIVERY ONLY) | $ |
| MINIMUM DELIVERY: | |

_____
LEGAL NAME OF CONTRACTING COMPANY

_____ _____
FEDERAL I.D. # (Company or Corporation) SOCIAL SECURITY # (Individual)

_____ _____
TELEPHONE NUMBER FACSIMILE NUMBER

_____ _____
CONTACT PERSON TITLE

_____ _____ _____
COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

_____ _____ _____
COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

_____
EMAIL ADDRESS

## CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

_____ _____
SIGNATURE DATE

_____ _____
PRINTED NAME TITLE

***This page must be page 1 of the bid, or the bid may be rejected.***

# TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor," "Offeror," or "Bidder"), hereby agree upon the following terms and conditions.

1.1.Bids/Offers are solicited for furnishing HFRS-2P POLYMER MODIFIED EMULSIFIED ASPHALT for the Comal County Road Department as per specifications in this Invitation to Bid (ITB).

1.2. Complete ITB's shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 3:00 P.M. on April 28, 2015. Bids/Offers will be opened at approximately 3:00 P.M. on April 28, 2015 in the Comal County Purchasing Office. Bids/Offers will be awarded May 17, 2015 in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court"), 100 Main Plaza, New Braunfels, Texas 78130.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed ITB's shall be enclosed in an additional envelope clearly identified on outside as a ITB to County with bidders/offerors name and address, ITB name, and ITB date and time. It is the sole responsibility of the bidder/offeror to ensure timely delivery of ITB. The ITB is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Postal Service, courier services, or any other form of delivery service chosen by the bidder/offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

ITB's which are received after the specified time and date will not be considered, and will be returned to the bidder/offeror unopened in accordance with state law. ITB's must be in the possession of the Purchasing Office by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for changes associated with preparation of ITB or ITB materials.

**<u>NOTE:</u> The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the <u>OFFICIAL CLOCK</u> for the purpose of verifying the date and time of receipt of bids/offer.**

Please return the ITB package in a sealed envelope, marked with ITB title, ITB number and opening date.

1.3. Bids/Offers may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder/offeror guaranteeing authenticity. After the official opening, bids/offers may not be amended, altered, or withdrawn without the recommendation of the Purchasing Office and the approval of Commissioners Court. All bids/offers become the property of the County and will not be returned to the bidder/offeror.

**1.4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.**

1.5. TERM OF CONTRACT: Bidder/Offeror will furnish the required services and products at the price quoted and will not raise the prices for the contract period, May 17, 2015 to May 16, 2016.

1.6. OPTION TO RENEW: This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

1.7. ECONOMIC ADJUSTMENTS: Due to the volatility of the market, the County will review the costs of materials at annually for the one (1) year Option to Renew period as defined in this Contract under Section 1.7. The Vendor will be required to submit an affidavit at the one (1) year interval substantiating that the increase represents the cost for services or materials and in no way represents an increase of profits, labor or other overhead. The Vendor must justify its request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Conversely, if costs in services or materials decrease, the same amount of decrease shall be immediately passed on to the County. The County may request information to verify pricing throughout the term of the contract. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement is made at the Vendor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the Vendor hereby releases the County from any and all liability whatsoever to pay for delivered materials at the new price prior to the Vendor's notification to the County. All increases will be subject to approval by Commissioners Court.

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

1.10. Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130 or electronically to gonzan@co.comal.tx.us. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with a procurement card.

1.11. Continuing non-performance of the Vendor in terms of specifications shall be a basis for the termination of the contract by the County. County shall not pay for supplies/services which are unsatisfactory. County may give Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.12. Quantities indicated in the ITB are estimated based upon the best available information. County reserves the right to increase or decrease the quantities to meet its needs without any adjustment in the ITB price.

1.13. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, Vendor may elect to terminate this agreement, with no additional liability to the County. County and Vendor agree that termination shall be Vendor's sole remedy under this circumstance.

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

A. Unit price;
B. Total price;
C. Special needs and requirements of Comal County;
D. Comal County's evaluation of Vendor's ability;
E. Vendor's past performance record with any Texas county.

1.15. All bids/offers inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

1.16. Prices bid/offered shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder/Offeror must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the bidders/offerors employees. Bidders/Offerors offices, administration and/or place of business will not be on the County premises and will be the bidders/offerors responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this ITB, shall be and remain employees of the Contractor, not the County. It is understood and agreed that the bidder/offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidders/offerors employees and or equipment during the course of the Contract.

This ITB in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this ITB. The County makes no guarantee that any goods and/or services will be purchased as a result of this ITB, and reserves the right to reject any and all bids/offers. All bids/offers and their accompanying documentation will become the property of the County.

The bidder/offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidders/offerors risk.

1.17. ETHICAL CONDUCT: The bidder/offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder/offeror affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.18. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/OFFERORS: A prospective bidder must affirmatively demonstrate bidder/offerors responsibility. A prospective bidder/offeror must meet the following requirements:

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

The County may request representation and other information sufficient to determine bidder/offeror ability to meet these minimum standards listed above.

1.19. Bidder/Offeror must provide any and all warranty terms and conditions. Bidder/Offeror Terms & Conditions are subject to the review and approval of the County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offeror must clearly identify any conflict with Terms & Conditions by denoting them on the same page where the conflicting Terms and Conditions appear.

1.20. The bidder/offeror shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.21. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include SAFETY DATA SHEETS (SDS). SDS must be supplied with the first order shipped under any contract, and at any time SDS is revised.

1.22. Payment shall not constitute an acceptance of the item(s) contained in this ITB, nor impair the County's right to inspect any of its remedies.

1.23. The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the bidder/offeror warrants to be no higher than bidder/offerors current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.24. County reserves the right to select evaluation methods deemed most appropriate. Each ITB will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

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

1.26. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.27. The bidder/offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the bidder/offeror to any customer for such goods, equipment, supplies, or services. The bidder/offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The bidder/offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.28. All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

1.29. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.30. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

1.31. This ITB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful bidder/offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.32. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

1.33. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the

application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.34. This Contract shall not be assignable by the vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.35. If the vendor defaults in the performance of this contract or materially breaches any of its provisions, County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

1.36. INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Comal County.

It is further understood, that any other governmental entity that elects to use a Comal County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

1.37. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

| **For the COUNTY:** | **For the VENDOR:** |
|---|---|
| Comal County, Texas | _____ |
| C/O County Judge | _____ |
| 150 N. Seguin | _____ |
| New Braunfels, Texas 78130 | _____ |
| | Fax (_____)_____ |

With Copy to Purchasing Agent:

Comal County Purchasing Agent
1297 Church Hill Drive
New Braunfels, Texas 78130

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.38. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

1.39. The County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

# SPECIFICATIONS

2.1. BID PURCHASE: County reserves the right to purchase materials from another supplier if the successful bidder/offeror cannot fill the order when needed.

2.2. MATERIALS: Materials shall meet the 2004 Texas Department of Transportation standard specifications for construction and maintenance of highways, streets, and bridges. Item 300.2 HFRS-2P Polymer Modified Emulsified Asphalt. Detailed specifications are available at ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf.

A. Materials shall be tested by Texas Department of Transportation test methods and results must be available to County on demand. Most recent gradation test results shall be included with bid.

B. Materials not in compliance with the specifications may be rejected and/or returned at vendor's expense. No payment will be made for materials not in compliance with the specifications.

2.3. DELIVERY: To be provided in quantities as ordered. At Comal County's option, material may be ordered: F.O.B. Plant, OR F.O.B. Delivered anywhere within Comal County, delivery arrangements to be coordinated through Comal County Road Department.

2.4. All fees for delivery shall be included in submitted price including demurrage, pump and hose charge and minimum order quantities.

2.4. APPROXIMATE ESTIMATED QUANTITY: 200,000 gallons per year

# GENERAL SPECIFICATIONS

3.1. STANDARD REQUIREMENTS

3.1.1. The County Purchasing Office may issue Blanket Purchase Orders. The Blanket Purchase order will contain the bill to information.

3.1.2. The awarded Vendor must receive a proper Purchase Order Number from the County Purchasing Office prior to shipment of goods.

3.1.3. Each shipment must include a delivery ticket/packing list referencing the County Purchase Order Number.

3.1.4. Invoices shall include additional detailed information of the item(s) ordered to include, but not be limited to the following:

3.1.4.1. Purchase order number;
3.1.4.2. Delivery date(s);
3.1.4.3. Delivery ticket number(s);
3.1.4.4. Item description;
3.1.4.5. Quantity ordered;
3.1.4.6. Quantity delivered;
3.1.4.7. Unit price; and
3.1.4.8. Extended total price.

3.1.5. The County shall be eligible for any additional discounts, specials and/or promotions offered by the vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the County.

# CONTRACT

**STATE OF TEXAS**
**COUNTY OF COMAL COUNTY**

WHEREAS, The attached bid package, including but not limited to the **Cover Sheet, Terms & Conditions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

## Witnesseth

THAT IN ACCORDANCE with the above attached bid package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

## Prior Agreements Superseded

This Contract, with the entire bid package, including but not limited to the Cover Sheet, Terms & Conditions, Specifications, Bid Sheet(s), and any required supporting literature, brochures, and/or data sheets or samples, incorporated herein constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

# Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

| VENDOR | COMAL COUNTY |
|---|---|
| BY: _____ | BY: _____ |
| AUTHORIZED AGENT | PURCHASING AGENT |

**Failure to sign the Contract page(s) may disqualify the ITB from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.**

# COMAL COUNTY
# BIDDER/OFFEROR AFFIRMATION

***This sheet must be completed, signed, and returned by Bidder/Offeror***

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
   ***(Please check all that are applicable)***

   _____ Does not own taxable property in Comal County.

   _____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

Bidder/Offeror Company Name: _____

Bidder (Signature): _____ Date: _____

Bidder (Print Name): _____

Position with Company: _____

Signature of Company Official
Authorizing the Bid/Offer: _____ Date: _____

Company Official
(Printed Name): _____

Official's Position _____

***Corporate Vendors Shall Furnish the Following Information:***

Where Incorporated: _____ Charter Number: _____

# VENDOR REFERENCE INFORMATION SHEET

_____
COMPANY NAME

_____
AUTHORIZED AGENT TITLE

_____
STREET ADDRESS AND /OR P.O. BOX NO.

_____
CITY STATE ZIP CODE

_____ _____
PHONE FAX

## REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

   ADDRESS: _____ PHONE: _____

   CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

   ADDRESS: _____ PHONE: _____

   CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

   ADDRESS: _____ PHONE: _____

   CONTACT PERSON: _____ TITLE: _____

COMAL COUNTY

# HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

## I. POLICY STATEMENT

The Comal County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Comal County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

## II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Comal County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when

referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provisions that require competitive bidding for many items valued at greater than $50,000.

III. POLICY GUIDELINES

A. Comal County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

B. Comal County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies certifications processes recognized by the State of Texas. Comal County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.

C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.

1. Target goals should consider:

    a. The availability of HUB firms within the specific category of goods or services to be procured; and
    b. The diversity of the County's population.

2. The goals should be reviewed and amended periodically.

3. The program may apply to all County procurements including construction and professional services.

4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.

5. Commissioners Court will use good faith efforts to meet the goals of this policy.

D. Comal County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

1. Utilize the State of Texas Historically Underutilized Business vendor database.

2. Advertise bids on the County's website and in the local newspaper.

3. Provide bid notice to minority Chambers of Commerce within Comal County, if applicable.

E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process.

F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.

G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory bid limit.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

## IV. ADMINISTRATIVE GUIDELINES

A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.

1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will

periodically review with department head and elected officials regarding procurement opportunities.

2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.

3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

**COMAL COUNTY**

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Comal County's bid process. The Purchasing Office will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.
Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.
The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.
If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME:_____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ FAX _____

E-MAIL _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**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

# COMAL COUNTY
# STATEMENT OF NO BID

If bidder/offeror is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: Comal County Courthouse, Purchasing Office, 1297 Church Hill Drive, New Braunfels, TX 78130**.**

COMPNAY NAME: _____

ADDRESS: _____

_____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit an ITB response for the following reason(s) [please check all that apply]:

_____ Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the ITB.

_____ Our schedule would not permit us to perform.

_____ Cannot meet insurance requirements.

Remarks: _____

_____

_____

_____

_____

# IMPORTANT BIDDERS/OFFERORS CHECKLIST

Check off each of the following as the necessary action is completed

_____ 1. The Bidder/Offeror Certification is filled out and it is the first page of this ITB.

_____ 2. The Contract is completed and signed.

_____ 3. Bidders/Offerors Affirmation Page has been completed and included.

_____ 4. Vendor Reference Information Sheet is completed and included.

_____ 5. The Comal County HUB Policy has been signed if applicable.

_____ 6. Conflict of Interest Questionnaire has been signed.

_____ 7. Any addendums have been signed and are included.

_____ 8. Any required drawings or descriptive literature have been included.

_____ 9. The price extensions and totals have been checked, if applicable.

_____ 10. The mailing envelope has been addressed to:

Ramona Womack, CPPO, CPPB
Comal County Purchasing Director
1297 Church Hill Dr.
New Braunfels, Texas 78130

_____ 11. The envelopes have been sealed and marked with (a label has been provided for your convenience):

Bid title
Bid number
Opening date
Opening Time

# COMAL COUNTY
# RETURN LABEL

## LATE BIDS CAN NOT BE ACCEPTED

**SEALED INVITATION TO BID**

| | |
|---|---|
| **ITB#:** | **2015-130** |
| **DUE DATE & TIME:** | **April 28, 2015, 3:00 P.M. CST** |
| **OPENING DATE & TIME:** | **April 28, 2015, 3:00 P.M. CST** |
| **ITB DESCRIPTION:** | HFRS-2P POLYMER MODIFIED EMULSIFIED ASPHALT |

***DATED MATERIAL – DELIVER IMMEDIATELY***

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE