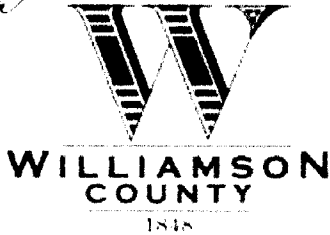


Original



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

INVITATION FOR BIDS

ASPHALT EMULSIONS FOR WILLIAMSON COUNTY ROAD AND BRIDGE DIVISION

BID NUMBER: 12IFB00020

BIDS MUST BE RECEIVED ON OR BEFORE: APRIL 24, 2012 – 2:00 PM
BIDS WILL BE PUBLICLY OPENED: APRIL 24, 2012 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before to **2:00 pm on Tuesday, April 24, 2012**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of bids.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

SUBMITTAL: One (1) original bid, three (3) copies and **one (1) CD**. Bids should be submitted and consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. **All copies should have the same attachments as the original.**

SEALED: All bids must be returned in a sealed envelope. Clearly mark the outside of the envelope with the bidder's name, address, bid name, number, opening date and time. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

DOCUMENTATION: Bidder should provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: A primary, secondary, tertiary and/or subsequent award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local governments under the Texas Local Government Code.

As summarized in TLGC § 271.907, this option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Terron Everton, Director of Road and Bridge Division, Williamson County or successor, shall be the contract administrator/Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with contract

URS CULVERTS-CORRUGATED METAL BID

requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator/ODR will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is Date of award through September 30, 2012

Possible extensions include:

October 1, 2012 through March 31, 2013

April 1, 2013 through September 30, 2013

CONTRACT EXTENSIONS: At the end of the initial contract period, the Commissioners' Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. If approved, this extension will be in six (6) month increments for up to an additional twelve (12) months, with the terms and conditions remaining the same. Any requested price adjustments must follow the economic adjustment clause in the bid documents. The total period of this contract, including all extensions will not exceed a maximum combined period of eighteen (18) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agrees that termination shall be the Vendor's sole remedy under this circumstance.

ECONOMIC ADJUSTMENT: The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer that explains the price adjustment, effective date, and any other details requested by the Purchasing Office.

An adjustment request will be effective after approval of Commissioners' Court. Until then the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendors risk.

Pricing must remain firm for the first three (3) months of the initial contract period. Any price adjustment may not exceed ten (10) % of the previous price.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contact listed

below. Question submittals **must** be made via email, and are **due by 5:00 pm Tuesday, April 17, 2012**. Questions will be answered as soon as possible with an email response. Submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>
If you do not have access to email or internet please call the Purchasing contact below:

PURCHASING CONTACT:

Brenda Fuller
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1607
brendafuller@wilco.org

MISCELLANEOUS

ADDENDA AND ADDITIONAL INFORMATION:

It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the bid will be posted on the Williamson County vendor portal at the following link:
<http://wilco-online.org/ebids/bids.aspx>

PIGGYBACKING:

During the term of the Agreement resulting from this invitation to bid Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Participation in this contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Interlocal Agreement with Williamson County. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the governmental agency placing the order.

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a URS CULVERTS-CORRUGATED METAL BID

contract for the period implied or expressly stated in the lowest and best bid.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

FUNDING: County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of this contract. Bidders understand and agree that the County's payment of amounts under this contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this contract.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

RIGHT TO AUDIT: Bidder further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Bidder, which are directly pertinent to the services to be performed and/or goods to be delivered under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Bidder agrees that County shall have access during normal working hours to all necessary Bidder facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provision of this section. County shall give Bidder reasonable advance notice of intended audits.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering

department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 512-943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>.

The Williamson County Conflict of Interest Statement form (attachment A) should be completed, signed, and submitted with your Bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Bidder's bid, for convenience and without cause or further liability, upon thirty (30) days written notice to Bidder. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. Simply stating that the entire bid is proprietary is not allowed. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKER'S COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid/proposal specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your

bid/proposal to the County, you are acknowledging that this rule is a part of these bid/proposal specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Kerstin Hancock
Williamson County Purchasing Department
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

Failure to comply with this request may result in termination of this contract and any additional agreement containing terms necessary to ensure compliance with the bid/proposal. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1607, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.5

Workers' Compensation Insurance Coverage:

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 workers' compensation insurance coverage for the person's or entity's 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 the governmental entity. Persons providing services on the project ("subcontractor" in S406.096) - 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, County-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage proposers, 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 the governmental entity prior to beginning work.

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 the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, 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.

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 the governmental entity in writing by certified mail or personal delivery, within ten (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 the governmental entity in writing by certified mail or personal delivery, within ten (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) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By submitting a bid in response to this RFP or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' 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 the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the government

BID SPECIFICATIONS

General Information

Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: Director of Road and Bridge Division

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

Emulsions and Specialty Emulsions:
Viscosity, Saybolt Furol

Distillation Test
Tests on Residue from Distillation

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials. If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 300 – Asphalts, Oils and Emulsions

WILLIAMSON COUNTY BID FORM

ASPHALT EMULSIONS FOR WILLIAMSON COUNTY ROAD AND BRIDGE DIVISION

BID NUMBER: 12IFB00020

NAME OF BIDDER: Cleveland Asphalt Products, Inc

Mailing Address: P.O.Box 1449

City: Shepherd State: Tx Zip: 77371

Email Address: ccmcapco@ms1.com

Telephone: (800-) 334-0177 Fax: 936 , 628-6602

Mobile Phone: (713) 202-4083

*** All prices are based on 5000 gallons minimum delivery. Please call for SPECIFY F.O.B. SITES. smaller quantity prices. DEMURRAGE CHARGE:\$80.00 per hr after 2 free hrs.

ITEM #	DESCRIPTION	F.O.B. SITE	UNIT	UNIT PRICE
1	HFRS-2 TxDot Item 300.2, Table 7	NB	Gal	NB
2	CRS-2, TxDot Item 300.2, Table 8	*** \$2.5791	Gal	\$2.37
3	HFRS-2P TxDot Item 300.2, Table 9	NB	Gal	NB
4	CRS-2P TxDot Item 300.2, Table 9	*** \$3.2091	Gal	\$3.00
5	SS-1 Emulsic 1 TxDot Item 300.2, Table 7	*** \$2.4591	Gal	\$2.25
6	RS-1P Emuls on TxDot Item 300.2, Table 9	*** \$3.2091	Gal	\$3.00

CHECK ONE OF THE FOLLOWING:

low item basis. (Will accept award on "any or all" items.)

"all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

URS CULVERTS-CORRUGATED METAL BID

Piggybacking (please refer to pg.3, paragraph 2 under section: miscellaneous of this IFB):
Check one of the following options below. A non-affirmative response will in no way have a negative impact on the County's evaluation of the Bid.

I will offer the quoted prices to all authorized entities during the term of the County's contract.

I will not offer the quoted prices to all authorized entities.

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

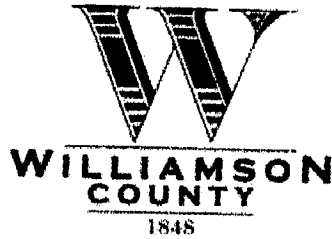
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).


Signature of Person Authorized to Sign Bid _____ Date of Bid: 4/24/12

Printed Name and Title of Signer: Clayton Moore, Sales Rep.


DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

ATTACHMENT A




WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form: Clayton Moore
Name of Company: Cleveland Asphalt Products, Inc
Date: 4/09/12
Signature of person submitting form: 

Notarized:

Sworn and subscribed before me by: <u>Craig C. Moore</u>	
on <u>4/12/12</u> (date)	

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

