



**FANNIN COUNTY, TEXAS  
REQUEST FOR BIDS**

**RFB # 2025-006**

**INVITATION TO BID FOR ASPHALT MATERIALS,  
EMULSIONS, AND ROAD OIL**

**SUBMITTAL DEADLINE: TUESDAY, JUNE 17, 2025  
BEFORE 3:00PM**

**FANNIN COUNTY  
PURCHASING AGENT'S OFFICE  
101 E. SAM RAYBURN DR.  
SUITE 313  
BONHAM, TX 75418  
(903) 583-0054**

The enclosed REQUEST FOR BID and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced ASPALT MATERIALS, EMULSIONS, AND ROAD OIL for the County for all Road & Bridge Precincts of Fannin County.

The Commissioners Court of Fannin County, TX reserves the right to accept or reject any/or all bids as it shall deem to be in the best interest of Fannin County. Receipt of any bid shall under no circumstances obligate Fannin County to accept the lowest bid. The award of the contract or contracts shall be made to one or more responsible vendor or vendors whose bid is determined to be the "Lowest and Best" to Fannin County, resulting from a bid or bids providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

**Bids shall include this RFB and all additional documents submitted.** Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind a vendor to a contract and marked clearly on the outside as outlined below.

### **SUBMISSION OF BIDS**

One (1) original of all bid documents shall be sealed and submitted as vendor's response to:

**FANNIN COUNTY  
PURCHASING AGENT  
JULIE CRISWELL  
101 E. SAM RAYBURN DR.  
SUITE 313  
BONHAM, TX 75418  
(903) 583-0054**

**SEALED BIDS MUST BE FILED IN THE COUNTY PURCHASING AGENT OFFICE  
BEFORE 3:00 PM TUESDAY, JUNE 17, 2025**

**Label envelope: RFB # 2025-006 ASPHALT MATERIALS, EMULSIONS, AND ROAD OIL**

**SEALED BIDS SHALL BE OPENED AT 3:15 PM TUESDAY, JUNE 17, 2025 IN THE  
FANNIN COUNTY PURCHASING AGENT'S OFFICE, 101 E. SAM RAYBURN DR.  
SUITE 313, BONHAM, TX 75418.**

Notification for bidding to supply **ASPHALT MATERIALS, EMULSIONS, AND ROAD OIL** for Fannin County has been properly advertised as required by law. Bid forms containing required specifications shall be furnished to persons or firms requesting the forms from:

Email: [jcriswell@fanninco.net](mailto:jcriswell@fanninco.net)

Phone: (903) 583-0054

Online: [www.co.fannin.tx.us/page/fannin.County.Purchasing](http://www.co.fannin.tx.us/page/fannin.County.Purchasing)

### **SELECTION AND AWARD PROCESS**

The Purchasing Agent shall present opened bids received to the Commissioners Court. The Commissioners Court may consider the pickup and delivery locations of the bidders and the cost to the county delivering or hauling the material to be purchased. The Commissioners Court may award contract or contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bids for a particular location or type of material. A contract or contracts may be awarded to one or more bidders who submit the lowest and best bid or bids for the county.

**RIGHT OF THE COUNTY TO CANCEL REQUEST FOR BID, TO ELECT NOT TO AWARD, TO REJECT SUBMITTALS, AND TO WAIVE INFORMALITIES OR IRREGULARITIES.**

The county expressly reserves the right to cancel the RFB at any time, to elect not to award contracts cited in the RFB, to reject any or all submittals, to waive any informality or irregularity in any submittal received, and to be the sole judge of the merits of the respective **submittals received**.

**NO INDIVIDUAL OF ANY COUNTY DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE COUNTY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THE REQUEST FOR BID.**

### **ADDENDA TO THE REQUEST FOR BID**

Requests for interpretations and clarifications of the RFB may only be made in writing. All requests must be submitted in writing to Julie Criswell, Purchasing Agent, at [jcriswell@fanninco.net](mailto:jcriswell@fanninco.net).

It shall be the responsibility of each vendor, prior to submitting the competitive bid, to check the website to confirm if addenda were issued and to make such addenda a part of the competitive bid.

### **LATE BIDS**

Bids received in the Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc., and time/date stamp in the Purchasing Office shall be the official time of receipt.

**ALTERING BIDS**

Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF BID**

A bid may not be withdrawn or cancelled by the contractor for a period of sixty (60) days following the date designated for the receipt of bid, and contractors so agree upon submittal of their bid.

**BID OPENING**

Bids will be received and publicly opened by the Purchasing agent at the location, date, and time stated above. Contractors, their representatives, and interested persons may be present. All bids shall be kept on file and available for public inspection after the contract or contracts is awarded until the first anniversary of the date of opening.

**SALES TAX**

Fannin County, Texas is by statute exempt from the state sales tax and federal excise tax; therefore, the proposal price shall not include taxes.

**CONFLICT OF INTEREST**

No public official or Fannin County employee shall have interest in this contract, in accordance with Vernon, Texas Codes Annotated, Local Government Codes Title 5, Submitted C, Chapter 171.

**I. 2025 BID SHEET FOIR ASPHALT****FANNIN COUNTY PRECINCT #1****BARN LOCATION: SAVOY, TX**

ITEM	PRICE PER TON		
	F.O.B. PIT	F.O.B. BARN	DESIGNATED F.O.B. LOCATION (PER MILE)
OIL DIRT/SAND	_____	_____	_____
COLD MIX	_____	_____	_____
BASE STABILZER	_____	_____	_____
ASPHALT MILLINGS	_____	_____	_____

**FANNIN COUNTY PRECINCT #2****BARN LOCATION: LEONARD, TX**

ITEM	PRICE PER TON		DESIGNATED
	F.O.B. PIT	F.O.B. BARN	F.O.B. LOCATION (PER MILE)
OIL DIRT/SAND	_____	_____	_____
COLD MIX	_____	_____	_____
BASE STABILIZER	_____	_____	_____
ASPHALT MILLINGS	_____	_____	_____

**FANNIN COUNTY PRECINCT #3****BARN LOCATION: HONEY GROVE, TX**

ITEM	PRICE PER TON		DESIGNATE
	F.O.B. PIT	F.O.B. BARN	D F.O.B. LOCATION (PER MILE)
OIL DIRT/SAND	_____	_____	_____
COLD MIX	_____	_____	_____
BASE STABILIZER	_____	_____	_____
ASPHALT MILLINGS	_____	_____	_____

**FANNIN COUNTY PRECINCT #4****BARN LOCATION: BONHAM, TX**

ITEM	PRICE PER TON		DESIGNATE
	F.O.B. PIT	F.O.B. BARN	D F.O.B. LOCATION (PER MILE)
OIL DIRT/SAND	_____	_____	_____
COLD MIX	_____	_____	_____
BASE STABILIZER	_____	_____	_____
ASPHALT MILLINGS	_____	_____	_____

## ROAD OIL SPECIFICATIONS

	<u>CRACKED FUEL OIL</u>	
	MIN.	MAX.
ASPHALT CONTENT OF 100 PENETRATION AT 77 F, %....	65	80
ASPHALT CONTENT OF 260 PENETRATION AT 77 F, %....	-	-
FLASH POINT T.O.C.F.....	-	-
FLASH POINT C.O.C.F.....	250	-
FUROL VISCOSITY AT 77 F, SEC .....	-	-
FUROL VISCOSITY AT 122 F, SEC .....	-	500
LOSS AT 212 F, 20G., 5 HRS., % .....	-	3.0
LOSS AT 325 F, 50G., 7 hrs., % .....	-	-
WATER AND SEDIMENT. % .....	-	2.0
PENETRATION OF RESIDUE AFTER EVAPORATION LOSS	-	-

ALL MATERIALS WILL BE REFINED ROAD OIL THAT WILL MEET THE STATE OF TEXAS ROAD OIL SPECIFICATIONS (CRACKED FUEL OIL) AND WILL BE DELIVERED TO THE PRECINCT JOB SITES OR BARNS IN SAVOY, LEONARD, HONEY GROVE OR BONHAM, WHICHEVER IS REQUESTED.

DELIVERY DATE REQUIRED ONE DAY AFTER REQUEST.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Company Name: \_\_\_\_\_

FANNIN COUNTY

BID #2025-006 SHEET FOR ROAD OIL & EMULSIONS 2025

ITEM	QUANTITY	UNIT PRICE
ROAD OIL	PER TON	
SS1 DUST CONTROL WATER/SOL.	PER TON	
A-S 300 DUST CONTROL WATER/SOL.	PER TON	
CRS-2	PER TON	
CRS-2H	PER TON	
CRS-2P	PER TON	
CSS-1	PER TON	
MC-800	PER TON	
MC-30 PRIME OIL	PER TON	
AEP – PRIME OIL	PER TON	
ROAD OIL MIXABLE FOR OIL-SAND APPLICATION ONLY	PER TON	
CWE-2 – ALL WEATHER CHIP SEAL EMULSION	PER TON	
CWP- ALL WEATHER POTHOLE TACK	PER TON	
ASPHALT EMULSION PRIME – containing no diesel or aircraft fuel	PER TON	
ASPHALT EMULSION-BASE STABILIZER	PER TON	
ASPHALT EMULSION TO STABILIZE OLD ASPHALT ROADS	PER TON	
ROAD OVER COAT – SEAL A CHIP SEAL FOR SEALING OUT WATER AND LOCKING DOWN LOOSE ROCKS, ETC.	PER TON	
DUST & EROSION CONTROL PRODUCT – INCLUDE INFORMATION, SPECIFICATIONS & REQUIREMENTS	PER TON	
PARTIAL LOAD FEE	PER LOAD	
DEMURRAGE TIME FEE	PER LOAD	
RESTOCKING FEE	PER LOAD	
FREIGHT RETURN ON MATERIAL RETURNED	PER LOAD	
UNLOADING & SPREADING FEE	PER LOAD	
PUMPING & HOSE FEE	PER LOAD	
MINIMUM DELIVERY AMOUNT	GALLONS	
MINIMUM DELIVERY TIME	PER HOUR	
LOCATION OF PLANT		

ITEM – OTHER PRODUCTS SUPPLIED NOT LISTED – Include spec sheet with bid	QUANTITY	UNIT PRICE
	PER TON	
	PER TON	
	PER TON	
	PER TON	
	PER TON	

FANNIN COUNTY COMMISSIONERS' RESERVE THE RIGHT TO REJECT ANY OR ALL PRODUCTS AT ANY TIME THAT THE PRODUCTS DO NOT MEET THE APPROVAL OF THE COMMISSIONERS, COLLECTIVELY OR INDIVIDUALLY.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY THE FANNIN COUNTY COMMISSIONERS COURT.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

Fannin County reserves the right to accept and or reject any and all bids.

**RETURN BID TO:**

**Mail:**

**Fannin County Purchasing  
101 East Sam Rayburn, Suite 313  
Fannin County Courthouse  
Bonham, TX 75418**

**Sealed Bids shall be received no later than:**

**3:00 P.M., Tuesday, June 17, 2025**

**MARK ENVELOPE or SUBJECT LINE: "BID #2025-005 - Rock and Gravel"**



**BID FORM**

THIS BID FORM IS REQUIRED TO BE SUBMITTED AND SIGNED BY THE INDIVIDUAL THAT IS AUTHORIZED TO EXECUTE CONTRACTS FOR THE COMPANY.

I, WE, \_\_\_\_\_ (COMPANY NAME)

\_\_\_\_\_ (ADDRESS)

\_\_\_\_\_

\_\_\_\_\_ (PHONE)

\_\_\_\_\_ (FAX)

HEREBY AGREE TO DELIVER TO THE COUNTY OF FANNIN, TEXAS, ROCK & GRAVEL IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**Bidder Shall Sign and Return Pages 1 through 15 of Bid Package and All Documentation Required by the Invitation for Bid.**

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. The period of acceptance of this bid will be no more than sixty (60) calendar days from the date of the bid opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and

for the State of \_\_\_\_\_, on this day personally appeared

\_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a  
(name)

duly authorized officer of/agent for \_\_\_\_\_;  
(name of firm)

and have been duly authorized to execute the foregoing

on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone # \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_

\_\_\_\_\_ on

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

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

**REFERENCES**

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

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Any questions concerning this bid must be directed in writing to Julie Criswell, Fannin County Purchasing Agent at [jcriswell@fanninco.net](mailto:jcriswell@fanninco.net).**

Comments/Exceptions:

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**Additional Terms and Conditions:**

Pursuant to Government Code 2252.908 in regards to HB 1295 filing of application of Certificate of Interested Parties (Form 1295) shall be completed after proposal has been awarded. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

[1295 Filing Info](#)

Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.**

I, (authorized official) \_\_\_\_\_, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel

List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature Date

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, and partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. **Therefore the included Chapter 2274 Texas Government Code Firearm Verification Form shall be included within bid package or said bid shall not be considered.**

**Firearm Verification Form**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a \_\_\_\_\_ firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm

trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees,
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- ☐ will be between a governmental entity and a sole proprietor; or
- ☐ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between Fannin County and the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Pursuant to Chapter 2276 and Section 2276.002 of the Texas Government Code:** (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

**Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott  
Verification Form**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2276 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXCLUSION FROM CHAPTER 2276 OF THE TEXAS GOVERNMENT CODE**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2276 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;

- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between Fannin County and the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED.**

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

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

**LATE BIDS:** Bids received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Auditor's Office shall be the official time of receipt.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**SALES TAX:** Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

**BID AWARD:** Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

**CONTRACT:** This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Fannin County Purchasing Agent.

**IF DURING the life of the contract, the successful bidder's net prices to other customers for commodities awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Fannin**

**DELIVERY:** All delivery and freight charges (FOB Fannin County designated location) are to be included in the bid price.

**DELIVERY TIME:** Bids shall show number of days required to place commodity(ies) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order.

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

**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 Fannin County.

**EXCEPTION/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Fannin County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on commodities of like quality will be considered.

**BID MUST COMPLY** with all federal, state, county and local laws concerning this type of commodity~~(ies)~~.

**DESIGN, STRENGTH, QUALITY** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**ALL COMMODITIES** must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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;
- 5.) be otherwise qualified and eligible to receive an award.

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

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Fannin County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Fannin County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Fannin County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**TESTING:** Testing may be performed at the request of Fannin County, by an agent so designated, without expense to Fannin County.

**PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

**PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Fannin County Purchase Order number, and (d) descriptive information as to the commodity~~(ies)~~ delivered, including product code, item number, quantity, number of containers, etc.

**INVOICES** shall show all information as stated above and shall be mailed directly to the Fannin County Auditor's Office, 101 E. Sam Rayburn, Suite 303, Bonham, Texas 75418.

**IN ACCORDANCE** with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

**SAMPLES:** When requested, samples shall be furnished free of expense to Fannin County.

**WARRANTY:** Successful bidder shall warrant that all commodities shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and Fannin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Fannin County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Fannin County.