

PUBLISHER'S AFFIDAVIT

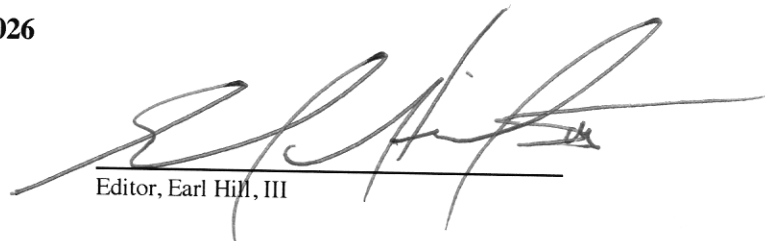
STATE OF TEXAS
COUNTY OF RAINS

BEFORE ME, the undersigned authority, on this day personally appeared **EARL HILL, III**, the Editor of the *RainsCountyLeader*, which has general circulation in Emory, Rains County, Texas, and surrounding counties, who being by me duly sworn, deposes and says that the foregoing attached notice was published in said newspaper once each week for (3) consecutive week/weeks, to wit:

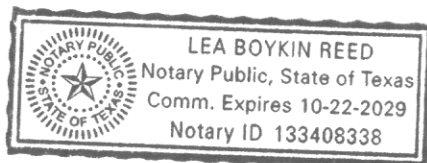
JUNE 4, 2026

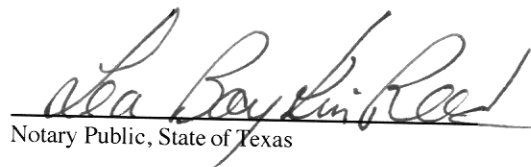
JUNE 11, 2026

JUNE 18, 2026


Editor, Earl Hill, III

SWORN TO AND SUBSCRIBED BEFORE ME by **Earl Hill, III** on **JUNE 18, 2026.**




Notary Public, State of Texas

Simplified Ads

We Accept



903-473-2653

CLASSIFIED DEADLINE
5:00 P.M. TUESDAY

V. Lennon Dr.
y, Texas 75440

-473-2950

-473-3657

R SEPTIC

WEL

SYSTEMS
SYSTEMS
SYSTEMS



bic Systems

(93) 473-3899

's License 1 & License 2

OTICE

n ticket games
26. You have
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s are 1 in 4.07,
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old even after
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p. ©2026 Texas
nd Regulation.

PUBLIC NOTICE NOTICE TO ALL PERSONS BUYING PROPERTY IN THE VICINITY OF THE SOUTH RAINS SUD WATER SYSTEM

South Rains SUD understands that property is sometimes sold with the representation that water is available to the property from South Rains SUD water system. Such is not always the case, and the South Rains SUD urges any prospective buyer to verify with South Rains SUD at 121 N. Dunbar Lane, Emory, Texas, or call 903-473-2122 that water is in fact available at the particular tract in question.

NOTICE BY PUBLICATION FOR VEHICLE OWNER OR LIENHOLDER

1938 Buick 4 door, black, \$661.49. 1959 Chevrolet Apache, blue, \$661.49. 1953 Chevrolet truck, brown, \$661.49. 1978 Chevrolet Camaro, brown, \$661.49. Charges as of 6/4/2026 with charges accruing daily. In storage at:

H&F Wrecker Inc.

3138 RS CR 1402

Point, TX 75472

(903) 447-3111

VSF# 0651725VSF

WWW.TDLR.TEXAS.GOV

PUBLIC NOTICE

The Rains County Commissioners Court will be accepting SEALED BIDS for the period of July 1, 2026 through June 30, 2027. The bids are due by 4:30 p.m. June 22, 2026, in the Rains County Judge's of Brent Hilliard, 167 E. Quitman St. Suite 102, Emory, TX 75440. The bids will be opened by the Commissioners Court meeting at 10:00 a.m. June 25, 2026 for the following:

1. Fuel and oil
2. Road Oil meeting TxDOT specifications – delivered and FOB at plant.
3. Plastic/Corrugated Culvert Pipes
4. Plant Mix Oil Sand 100% AC 1.5 equivalent – delivered and FOB at plant
5. Flex Base meeting TxDOT specifications – FOB at plant
6. Hauling to Yards and Roads
7. Crushed Concrete – FOB at plant
8. Emulsion for Chip Seal (CRS 2P)
9. Chip seal Rock Grade 4 or Type "D"
10. Tree and Debris removal

All these bid items for material must meet TxDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by independent laboratory any and all loads delivered.

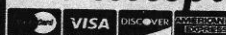
The vendor or contractor will be required to replace at his expense any product or material which proves defective within (6) months following application.

Rains County reserves the right to reject material delivered not in compliance with specifications at bidder's expense.

Bid specifications available at the Rains County Road and Bridge Department 1293 S. State Highway 19, Emory, TX 75440. Phone (903)473-5099 M-F 7:00 a.m. to 4:00 p.m.

Simplified Ads

We Accept



(903) 473-2653
CLASSIFIED DEADLINE
5:00 P.M. TUESDAY

twy.
903-

TREE SERVICES

LEGACY TREE SERVICE. www.TheWilsonLegacy.com 903-455-1587. Insured, credit cards, appointments. We specialize in high risk removals. Trimming, Removals, Stumps.

**SELL IT!
FIND IT!**
CLASSIFIEDS!

ion, call 903-473-2653

**BY STAR LINE
SURVEYING**

FFICE : 903-473-5150
99 Prosperity Pkwy, Emory
FIRM NO: 10194233



3-473-2653

s@rainscountyleader.com

nthly Business Directories:

PUBLIC NOTICE

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PUBLIC NOTICE

NOTICE TO ALL PERSONS BUYING PROPERTY IN THE VICINITY OF THE CITY OF EMORY WATER SYSTEM

The City of Emory understands that property is sometimes sold with the representation that water is available to the property from the City of Emory water system. Such is not always the case, and the City of Emory urges any prospective buyer to verify with the City of Emory at 399 North Texas Street, or call 903-473-2465 that water is in fact available at the particular tract in question.

PUBLIC NOTICE

NOTICE TO ALL PERSONS BUYING PROPERTY IN THE VICINITY OF THE EAST TAWAKONI WATER SYSTEM

The City of East Tawakoni understands that property is sometimes sold with the representation that water is available to the property from the City of East Tawakoni water system. Such is not always the case, and the City of East Tawakoni urges any prospective buyer to verify with the City of East Tawakoni at 288 Briggs Blvd., East Tawakoni, Texas, or call 903-447-2444 that water is in fact available at the particular tract in question.

Classified Ads

We Accept  **(93) 473-2653**
CLASSIFIED DEADLINE
5:00 P.M. TUESDAY



PARTS 4 PLUS

595 W. Lennon Dr.
 Emory, Texas 75440
903-473-2950
903-473-3657

Development Center
 Employee/Substitutes.
 Salary based on experience. \$320/month of full-time employee health coverage paid. Apply on-line at <https://www.rainsisd.org> Equal Employment Opportunity.

CHARD SONGER SEPTIC

SAND, ROCK & GRAVEL

DRIVEWAYS
 HOUSE PADS • LPD SYSTEMS
 CONVENTIONAL SYSTEMS
 AEROBIC SEPTIC SYSTEMS



Service Policies for All Aerobic Systems

20 Years' Experience
 515, Emory, TX 75440

(903) 473-3899
 Installer's License 1 & License 2

YAN'S



IGN DOMESTIC
TRANSMISSION

Remember us for all your transmission needs:
 Oils • Clutches • Sealed Jobs • Filter & Fluid Changes

201 W. Main, Quinlan • 903-356-4900 • Mon.-Fri. 8 to 5:30

Spencer Real Estate

"Our Hometown Realtor" Since 1959

Don R. Spencer (Owner/Broker)

903-473-2225

PUBLIC NOTICE

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8. Emulsion for Chip Seal (CRS 2P)
9. Chip seal Rock Grade 4 or Type "D"
10. Tree and Debris removal

All these bid items for material must meet TxDOT specifications for construction and maintenance of highways, streets and bridges.

Rains County reserves the right to sample and test, by independent laboratory any and all loads delivered.

The vendor or contractor will be required to replace at his expense any product or material which proves defective within (6) months following application.

Rains County reserves the right to reject material delivered not in compliance with specifications at bidder's expense.

Bid specifications available at the Rains County Road and Bridge Department 1293 S. State Highway 19, Emory, TX 75440. Phone (903)473-5099 M-F 7:00 a.m. to 4:00 p.m.

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BID SHEET CORRUGATED METAL OR PLASTIC PIPE **FOR** **RAINS COUNTY**

Please bid the materials you are willing to supply Rains County for the prices indicated below:

CORRUGATED METAL OR <u>PLASTIC PIPE</u>	Unit	<i>Plastic Smooth</i> Corrugation <i>Wall</i>	Delivered Price
12" Diameter	Per Foot	<i>N12 F2648</i>	<i>6.39</i>
15" Diameter	Per Foot	<i>- -</i>	<i>9.73</i>
18" Diameter	Per Foot	<i>- -</i>	<i>13.60</i>
24" Diameter	Per Foot	<i>- -</i>	<i>22.68</i>
30" Diameter	Per Foot	<i>- -</i>	<i>31.30</i>
36" Diameter	Per Foot	<i>- -</i>	<i>42.30</i>
42" Diameter	Per Foot	<i>- -</i>	<i>55.54</i>
48" Diameter	Per Foot	<i>- -</i>	<i>68.74</i>
60" Diameter	Per Foot	<i>- -</i>	<i>101.19</i>
72" Diameter	Per Foot	<i>- -</i>	<i>N/A</i>

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county. All orders must be delivered within five (5) working days. Emergency orders shall be delivered within two (2) working days. Delivery shall be made during normal working hours only, unless prior arrangements are made.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: *K. K. Reams* Signature: *[Signature]*

Date: *5/27/26* Phone #: *903-473-8788*

Company Name and Address: *Hooten's Hardware*

1139 W. Lennon Dr

Emory, TX 75440

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Rains

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kirk Reams

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

"I, Kirk Reams am a duly authorized officer/agent for Hootens LLC and have been duly authorized to execute the foregoing on behalf of said _____.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Hootens LLC
1139 W Lennon Dr.
Emory, TX 75440

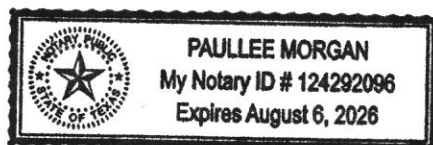
Phone#: 903-473-8788 Fax #: 903-473-0235

By: Kirk Reams Title: mgr.

Signature: _____ SUBSCRIBED AND

SWORN to before me by the above-named Kirk Reams

on this the 27 day of may, 2026 Notary Public in and for the State of Texas.



Paullee Morgan



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

<i>High Performance Cold Mix</i>		<i>\$170.00</i>		<i>\$160.00</i>	
Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
<i>Oil Sand</i>	<i>Ton</i>	<i>\$98.00</i>	<i>.27 per ton mile</i>	<i>\$88.00</i>	
<i>Cold Mix</i>	<i>Ton</i>	<i>\$98.00</i>	<i>.27 per ton mile</i>	<i>\$88.00</i>	
<i>Hot Mix</i>	<i>Ton</i>	<i>\$98.00</i>	<i>.27 per ton mile</i>	<i>\$88.00</i>	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: *Brandon Gibson* Signature: *[Signature]*

Date: *6-9-26* Phone #: *903-647-0581*

Company Name and Address: *RK Hall, LLC*

5020 SE Loop 286

Paris, TX 75460

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Lamar

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Brandon Gibson

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

"I, Brandon Gibson am a duly authorized officer/agent for RK Hall and have been duly authorized to execute the foregoing on behalf of said RK Hall.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: RK Hall, LLC
5020 SE Loop 286
Paris, TX 75460

Phone#: 903-647-0581

Fax #: _____

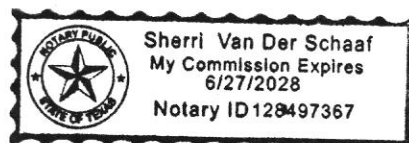
By: Brandon Gibson Title: Sales

Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Brandon Gibson

on this the 9 day of June, 2026 Notary Public in and for the State of

Texas
[Signature]



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RK Hall, LLC
Paris, TX United States

Certificate Number:
2026-1474301

Date Filed:
06/09/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Rains County Purchasing

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Road and Bridge Materials
Oil Sand, Cold Mix, Hot Mix, High Performance Cold Mix

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Brandon Gibson, and my date of birth is 8-4-77.

My address is 665 31st SE., Paris, TX, 75460, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lamar County, State of Texas, on the 9th day of June, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



RAINS COUNTY Commissioners' Court

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads. This Invitation to Bid is issued in accordance with the County Purchasing Act, Texas Local Government Code Chapter 262.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to **June 22, 2026** at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court will award the contract to the lowest and best bidder, as provided under Texas Local Government Code § 262.027(a), and reserves the right to reject any and all bids and waive technicalities.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 22, 2026
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 25, 2026.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 25, 2026 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 22, 2026. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. Pursuant to Texas Local Government Code § 262.032(b), this contract is subject to the availability of appropriated funds. No obligation shall be incurred by the County beyond the current fiscal year unless appropriated by Commissioners' Court. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, 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 canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County may award contracts by line item or lump sum, as permitted by law, based on which method provides the lowest and best value to the County. In evaluating bids, the county will apply the reciprocal preference for resident bidders as required by Texas Government Code § 2252.002. The county may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. A "resident bidder" means a bidder whose principal place of business is in Texas.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

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

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 the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Additionally, in accordance with Local Government Code Chapter 176, bidders must submit a completed Conflict of Interest Questionnaire (Form CIQ) with their bid if the bidder (1) has a

business relationship with a local government officer of Rains County or a family member of the officer, or (2) has given a local government officer or family member one or more gifts exceeding the value specified by law. Form CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. Failure to submit Form CIQ when applicable may result in bid rejection.

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions 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. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

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.

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

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB.

Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

REQUIRED FORMS AND CERTIFICATIONS: In addition to the bid sheets and other required documentation, bidders must submit the following with their bid:

1. Certificate of Interested Parties (Form 1295): Pursuant to Texas Government Code § 2252.908, the successful bidder must complete and file Form 1295 electronically with the Texas Ethics Commission (www.ethics.state.tx.us) and provide a printed certificate (with unique certification number) to Rains County prior to contract execution. Bidders must acknowledge in their bid that they will comply with this requirement if awarded the contract. Failure to provide the certificate may result in contract invalidation.
2. Vendor Certifications: Bidder certifies by submission of this bid that it complies with:
 - a. Texas Government Code Chapter 2271: Does not boycott Israel and will not during the contract term (applies to contracts valued at \$100,000 or more);
 - b. Texas Government Code Chapter 2274: Does not discriminate against firearm entities or trade associations and will not during the contract term;
 - c. Texas Government Code Chapter 809: Does not boycott energy companies and will not boycott energy companies during the contract term; and
 - d. Texas Government Code Chapter 2252, Subchapter F: Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association; and is not a company known to have a contract with or provide supplies or services to a foreign terrorist organization.
3. Bidders must sign and include a certification statement affirming compliance with these provisions. Non-compliance may result in bid rejection or contract termination.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains 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 indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

of the county.

TERMINATION FOR DEFAULT: Rains 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. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification 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 Rains 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 Rains County, Texas.

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

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

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Lamar

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Landon Davidson

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

"I, Landon Davidson am a duly authorized officer/agent for RK-Hall, LLC and have been duly authorized to execute the foregoing on behalf of said RK-Hall, LLC.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: RK-Hall, LLC

5020 SE Loop 286

Paris, Texas 75460

Phone#: 903 715 5211

Fax #: _____

By: Landon Davidson Title: Sales

Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Landon Davidson

on this the 4 day of June, 2026 Notary Public in and for the State of TX

[Signature]





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 06/04/2026

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
3/8" Chp Rock	TON	\$ 42.10	\$ 42.10	19.00	
Grade 4	TON	\$ 64.10	\$ 64.10	41.00	
3/4" Base	TON	\$ 35.60	\$ 35.60	\$ 12.50	
1 1/2" Base	TON	\$ 36.60	\$ 36.60	\$ 13.50	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Landon Davidson Signature: [Signature]

Date: 06/04/2026 Phone #: 903 715 5211

Company Name and Address: RLC-Hall, LLC

5020 SE Loop 286

Paris, TX 75460

SPECIFICATIONS FOR FLEX BASE FOR RAINS COUNTY

This material is to be flex base material acceptable to the county. It must meet standards of State Department of Highways Public Transportation 1993 Standard Specifications Item 247 (Type A).

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2026 to June 30, 2027. With delivery FOB from Quarry.

Proof of Certificate of Liability Insurance which includes Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



RAINS COUNTY Commissioners' Court

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads. This Invitation to Bid is issued in accordance with the County Purchasing Act, Texas Local Government Code Chapter 262.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to **June 22, 2026** at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court will award the contract to the lowest and best bidder, as provided under Texas Local Government Code § 262.027(a), and reserves the right to reject any and all bids and waive technicalities.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 22, 2026
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 25, 2026.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 25, 2026 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 22, 2026. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. Pursuant to Texas Local Government Code § 262.032(b), this contract is subject to the availability of appropriated funds. No obligation shall be incurred by the County beyond the current fiscal year unless appropriated by Commissioners' Court. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, 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 canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County may award contracts by line item or lump sum, as permitted by law, based on which method provides the lowest and best value to the County. In evaluating bids, the county will apply the reciprocal preference for resident bidders as required by Texas Government Code § 2252.002. The county may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. A "resident bidder" means a bidder whose principal place of business is in Texas.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

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

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 the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Additionally, in accordance with Local Government Code Chapter 176, bidders must submit a completed Conflict of Interest Questionnaire (Form CIQ) with their bid if the bidder (1) has a

business relationship with a local government officer of Rains County or a family member of the officer, or (2) has given a local government officer or family member one or more gifts exceeding the value specified by law. Form CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. Failure to submit Form CIQ when applicable may result in bid rejection.

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions 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. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

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.

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

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB.

Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

REQUIRED FORMS AND CERTIFICATIONS: In addition to the bid sheets and other required documentation, bidders must submit the following with their bid:

1. Certificate of Interested Parties (Form 1295): Pursuant to Texas Government Code § 2252.908, the successful bidder must complete and file Form 1295 electronically with the Texas Ethics Commission (www.ethics.state.tx.us) and provide a printed certificate (with unique certification number) to Rains County prior to contract execution. Bidders must acknowledge in their bid that they will comply with this requirement if awarded the contract. Failure to provide the certificate may result in contract invalidation.
2. Vendor Certifications: Bidder certifies by submission of this bid that it complies with:
 - a. Texas Government Code Chapter 2271: Does not boycott Israel and will not during the contract term (applies to contracts valued at \$100,000 or more);
 - b. Texas Government Code Chapter 2274: Does not discriminate against firearm entities or trade associations and will not during the contract term;
 - c. Texas Government Code Chapter 809: Does not boycott energy companies and will not boycott energy companies during the contract term; and
 - d. Texas Government Code Chapter 2252, Subchapter F: Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association; and is not a company known to have a contract with or provide supplies or services to a foreign terrorist organization.
3. Bidders must sign and include a certification statement affirming compliance with these provisions. Non-compliance may result in bid rejection or contract termination.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains 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 indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

of the county.

TERMINATION FOR DEFAULT: Rains 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. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification 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 Rains 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 Rains County, Texas.

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

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

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Harrison

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eddie Updike

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

"I, Eddie Updike am a duly authorized officer/agent for Longview Asphalt, Inc. and have been duly authorized to execute the foregoing on behalf of said Longview Asphalt, Inc.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Longview Asphalt, Inc.
P.O. Box 3661
Longview, TX 75606

Phone#: 903-758-0065

Fax #: 903-758-6440

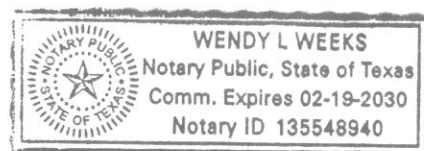
By: Eddie Updike

Title: General Manager

Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Wendy L Weeks

on this the 16 day of June, 2026 Notary Public in and for the State of Texas.





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
0:1 Dirt	Ton	\$117/Ton	\$120/Ton	\$95/Ton	
Cold mix	Ton	\$125/Ton	\$128/Ton	\$108/Ton	
PGC4-22 Hotmix Type D	Ton	\$132/Ton	\$135/Ton	\$115/Ton	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Eddie Updike Signature: [Signature]

Date: 6-16-26 Phone #: 903-758-0065

Company Name and Address: Longview Asphalt, Inc.

P.O. Box 3661

Longview, TX 75606

SPECIFICATIONS FOR OIL SAND FOR RAINS COUNTY

Asphalt Material: Shall be of the "AC 20" type unless alternate approved by the commissioner shall comprise 4.5% - 7% of finished product by weight.

Aggregate Material: Shall be sand and gravel meeting or exceeding the following:

Passing ½ sieve	100%
Retained on #10 sieve	15 to 25%
Passing #10 sieve, retained on #40 sieve	0 to 25%
Passing #40 sieve, retained on #80 sieve	30 to 70%
Passing #80 sieve, retained on #200 sieve	10 to 30%
Passing #200 sieve	5 to 15%
Density	80 to 95%
Minimum Stability	20

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2026 to June 30, 2027.

Bid both delivered and undelivered (delivered county wide).

Product must be available on a "as needed bases" during normal business hours Monday thru Friday.

Certificates of measurement/weight will be required.

Proof of Certificate of Liability Insurance INCLUDING Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Querbes & Nelson, a Marsh & McLennan Agency LLC Co 214 Milam Street Shreveport LA 71101	CONTACT NAME: Pam Patton PHONE (A/C, No, Ext): (318) 221-5241 E-MAIL ADDRESS: Pam.Patton@MarshMMA.com FAX (A/C, No): (318) 429-0599																					
INSURED Longview Asphalt, Inc. 1301 Ray Street Longview TX 75606	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C:</td><td>Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Bridgefield Indemnity Insurance Company</td><td>16618</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Company	25623	INSURER B:	Charter Oak Fire Insurance Company	25615	INSURER C:	Travelers Property Cas Co of America	25674	INSURER D:	Bridgefield Indemnity Insurance Company	16618	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 26-27 CGLBAPUMBWC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			Y-660-B7829647-PHX-26	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			810-B7886814-26-14-G	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0			CUP-B7887405-26-14	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0840-01116	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Rains County Commissioners' Court
Rains County Judge
167 E Quitman St, Suite 102
Emory TX 75440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RAINS COUNTY Commissioners' Court

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads. This Invitation to Bid is issued in accordance with the County Purchasing Act, Texas Local Government Code Chapter 262.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to **June 22, 2026** at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court will award the contract to the lowest and best bidder, as provided under Texas Local Government Code § 262.027(a), and reserves the right to reject any and all bids and waive technicalities.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 22, 2026
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 25, 2026.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 25, 2026 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

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BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF TX

COUNTY OF Hopkins

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Josh Whitlock

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

"I, Josh Whitlock am a duly authorized officer/agent for Discount Culverts LLC and have been duly authorized to execute the foregoing on behalf of said Discount Culverts LLC.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Josh Whitlock - Discount Culverts LLC
965 CR 2304
Sulphur Springs TX 75482

Phone#: 817-987-9072

Fax #: X

By: Josh Whitlock

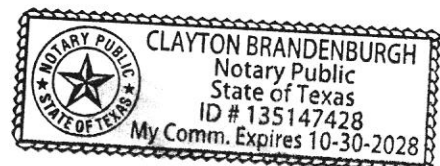
Title: Owner

Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Josh Whitlock

on this the 2 day of June, 2026 Notary Public in and for the State of Texas.

Clayton Brandenburg





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 6/15/26

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
CMP Metal culverts	by the foot	\$4/mi 20' load \$6/mi 40' load	\$4/mi 20' load \$6/mi 40' load	✓	
HDPE Plastic culverts	per 20' section	"	"	✓	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Tosh Whitlock Signature: [Signature]

Date: 6/15/26 Phone #: 817-987-9072

Company Name and Address: Discount Culverts LLC

965 CR 2304

Sulphur Springs TX 75482

BID SHEET CORRUGATED METAL OR PLASTIC PIPE **FOR** **RAINS COUNTY**

Please bid the materials you are willing to supply Rains County for the prices indicated below:

CORRUGATED METAL OR PLASTIC PIPE	Unit	Corrugation	METAL HDPE Plastic	
			Pickup Price metal/ft	Delivered Price HDPE 20'
12" Diameter	Per Foot	2 3/8" x 1/2"	15.36	145
15" Diameter	Per Foot	"	19.10	215
18" Diameter	Per Foot	"	22.88	300
24" Diameter	Per Foot	"	30.49	500
30" Diameter	Per Foot	"	38.19	700
36" Diameter	Per Foot	"	46.20	930
42" Diameter	Per Foot	"	53.42	1230
48" Diameter	Per Foot	5"x1" or 3"x1"	73.39	1500
60" Diameter	Per Foot	"	90.68	2100
72" Diameter	Per Foot	"	108.77	N/A

Delivery
 15 #4/mi
 loaded
 for 20'
 bumper pu
 loads
 and
 \$6/mi
 loaded
 for 40'
 gooseneck
 loads

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county. All orders must be delivered within five (5) working days. Emergency orders shall be delivered within two (2) working days. Delivery shall be made during normal working hours only, unless prior arrangements are made.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Tosh Whitlock Signature: [Signature]

Date: 6/15/26 Phone #: 817-987-9072

Company Name and Address: Discount Culverts LLC
965 CR 2304
Sulphur Springs TX 75482



RAINS COUNTY Commissioners' Court

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
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RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

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RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

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Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

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LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, 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 canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County may award contracts by line item or lump sum, as permitted by law, based on which method provides the lowest and best value to the County. In evaluating bids, the county will apply the reciprocal preference for resident bidders as required by Texas Government Code § 2252.002. The county may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. A "resident bidder" means a bidder whose principal place of business is in Texas.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

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

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 the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Additionally, in accordance with Local Government Code Chapter 176, bidders must submit a completed Conflict of Interest Questionnaire (Form CIQ) with their bid if the bidder (1) has a

business relationship with a local government officer of Rains County or a family member of the officer, or (2) has given a local government officer or family member one or more gifts exceeding the value specified by law. Form CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. Failure to submit Form CIQ when applicable may result in bid rejection.

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions 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. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

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.

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

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB.

Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

REQUIRED FORMS AND CERTIFICATIONS: In addition to the bid sheets and other required documentation, bidders must submit the following with their bid:

1. Certificate of Interested Parties (Form 1295): Pursuant to Texas Government Code § 2252.908, the successful bidder must complete and file Form 1295 electronically with the Texas Ethics Commission (www.ethics.state.tx.us) and provide a printed certificate (with unique certification number) to Rains County prior to contract execution. Bidders must acknowledge in their bid that they will comply with this requirement if awarded the contract. Failure to provide the certificate may result in contract invalidation.
2. Vendor Certifications: Bidder certifies by submission of this bid that it complies with:
 - a. Texas Government Code Chapter 2271: Does not boycott Israel and will not during the contract term (applies to contracts valued at \$100,000 or more);
 - b. Texas Government Code Chapter 2274: Does not discriminate against firearm entities or trade associations and will not during the contract term;
 - c. Texas Government Code Chapter 809: Does not boycott energy companies and will not boycott energy companies during the contract term; and
 - d. Texas Government Code Chapter 2252, Subchapter F: Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association; and is not a company known to have a contract with or provide supplies or services to a foreign terrorist organization.
3. Bidders must sign and include a certification statement affirming compliance with these provisions. Non-compliance may result in bid rejection or contract termination.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains 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 indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

of the county.

TERMINATION FOR DEFAULT: Rains 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. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification 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 Rains 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 Rains County, Texas.

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

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

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Travis

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____

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

"I, Lisa Chavez am a duly authorized officer/agent for Ergon Asphalt & Emulsions, Inc. and have been duly authorized to execute the foregoing on behalf of said Ergon Asphalt & Emulsions, Inc.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Ergon Asphalt & Emulsions, Inc.
11612 RM 2244, Bldg. 1, Ste. 250
Austin, TX 78738

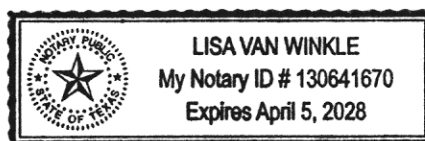
Phone#: 512-469-9292 Fax #: 512-469-0391

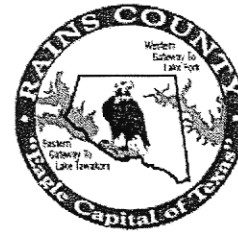
By: Lisa Chavez Title: Account Specialist

Signature: Lisa Van Winkle SUBSCRIBED AND

SWORN to before me by the above-named Lisa Chavez

on this the 16th day of June, 2026 Notary Public in and for the State of Texas





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
OFFERED: CSS-1H 40/60	GALLON	\$1.61	\$1.61	\$1.42	
CRS-2	GALLON	\$3.24	\$3.24	\$3.05	
CRS-2P	GALLON	\$3.64	\$3.64	\$3.45	
CSS-1H	GALLON	\$3.29	\$3.29	\$3.10	

If additional space is needed for Product or Services; please add additional sheet with this one. ***PLEASE SEE ATTACHMENT ON NEXT PAGE

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Lisa Chavez Signature: *Lisa Chavez*

Date: June 16, 2026 Phone #: 512-469-9292

Company Name and Address: Ergon Asphalt & Emulsions, Inc.

11612 RM 2244, Bldg. 1, Ste. 250

Austin, TX 78738

ATTACHMENT

This bid is for full transport loads of 5,500 gallons. Freight is based on a full transport load, even if a full load of material is not ordered.

Pump and hose charge is \$100.00 per load.

Demurrage is billed at \$100.00 per hour, after the second hour.

Return freight is one-half of the common carrier's outgoing tariff rate.

For equipment ordered but not used (loads not cancelled in a timely manner), the carrier may charge up to a \$400.00 cancelled load fee which will be paid by the customer.

SPECIFICATIONS FOR ROAD OIL FOR RAINS COUNTY

Road Oil shall be refined and blended in such a way that the asphalt content shall be from 65% - 80% and the water and sediment content be no greater than 2%.

Bid Unit: Barrel

Term of Bid: One (1) year beginning July 1, 2026 to June 30, 2027.

Certificates of measurement/weight will be required.

Proof of Certificate of Liability Insurance which includes Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.

Delivery of oil by vendor.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Ergon Asphalt & Emulsions, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Lisa Chavez

Name of signatory

Lisa Chavez

Signature

June 16, 2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2027

DATE (MM/DD/YYYY)

4/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property and Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 22667 20699
INSURED 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232				

COVERAGES**CERTIFICATE NUMBER:** 14733236**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	XSL G49386734	4/30/2026	4/30/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	ISA H10752322	4/30/2026	4/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	Y	Y	G71120892 009	4/30/2026	4/30/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	WLR C72808769	4/30/2026	4/30/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14733236 Rains County Judge 167 E. Quitman Street Suite 102 Emory TX 75440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule:

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Western States Trucking, LLC
Crafco, Inc.
Tricor Refining, LLC **
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon Oil (Singapore) Pte.Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.

Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Services
Bryan & Bryan Trucking, LLC
Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Ergon Midstream LLC
OOGC Disposal Company I, LLC
Ergon Appalachia, LLC
Ergon Appalachian Compression, LLC
MOGoil GmbH
Associated Asphalt Bristol LLC
Associated Asphalt BT LLC
Associated Asphalt Charlotte LLC

Associated Asphalt Columbia LLC
Associated Asphalt Conley LLC
Associated Asphalt CPI LLC
Associated Asphalt Distribution LLC
Associated Asphalt EP LLC
Associated Asphalt Gainesville LLC
Associated Asphalt Greensboro LLC
Associated Asphalt Hopewell LLC
Associated Asphalt Inman LLC
Associated Asphalt KMP LLC
Associated Asphalt KMR LLC
Associated Asphalt KMW LLC
Associated Asphalt Lake City LLC
Associated Asphalt Marketing LLC
Associated Asphalt Martinsburg LLC
Associated Asphalt NS LLC
Associated Asphalt Partners LLC
Associated Asphalt Roanoke LLC
Associated Asphalt Salisbury LLC
Associated Asphalt Savannah LLC
Associated Asphalt Tampa LLC
Associated Asphalt TF LLC
Associated Asphalt TM LLC
Associated Asphalt Transport LLC
Associated Asphalt Winston-Salem
Associated Asphalt, Inc.
Road Holdings III, L.L.C.
Blue Ridge Asphalt II, LLC
Ergon Solutions, Inc.
Russell Standard Corporation
Hammaker East
Russell Standard NC, LLC
Russell Standard DE, LLC
Pavement Management Group, LLC

CLIENT REFERENCES

REFERENCE ONE

Government/Company Name: Val Verde County

Address: 509 E Gibbs St., Del Rio, Texas 78840

Contact Person and Title: Michael Andrade, Buyer

Phone: 830-774-7505 Email: mandrade@valverdecountry.texas.gov

Contract Period: 10/2025 to 09/2026 Scope of Work: Material for County projects

REFERENCE TWO

Government/Company Name: City of Amarillo

Address: 601 S. Buchanan St, Amarillo, TX, 79105

Contact Person and Title: Michael Lindley, Purchasing Manager

Phone: 806-378-3028 Email: Michael.Lindley@amarillo.gov

Contract Period: 12/2024 to 12/2026 Scope of Work: Material for City Projects

REFERENCE THREE

Government/Company Name: Medina County

Address: 1300 Avenue M, Hondo, Texas 78861

Contact Person and Title: Alicia Gauna, Assistant Auditor

Phone: 830-741-6090 Email: Alicia.gauna@medinatx.gov

Contract Period: 10/2025 to 09/2026 Scope of Work: Material for County projects



**RAINS COUNTY
Commissioners' Court**

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads. This Invitation to Bid is issued in accordance with the County Purchasing Act, Texas Local Government Code Chapter 262.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to **June 22, 2026** at 4:30 P.M. Sealed bids should be marked **"Road and Bridge Materials Bid"** and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court will award the contract to the lowest and best bidder, as provided under Texas Local Government Code § 262.027(a), and reserves the right to reject any and all bids and waive technicalities.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 22, 2026
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 25, 2026.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 25, 2026 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 22, 2026. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. Pursuant to Texas Local Government Code § 262.032(b), this contract is subject to the availability of appropriated funds. No obligation shall be incurred by the County beyond the current fiscal year unless appropriated by Commissioners' Court. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, 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 canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County may award contracts by line item or lump sum, as permitted by law, based on which method provides the lowest and best value to the County. In evaluating bids, the county will apply the reciprocal preference for resident bidders as required by Texas Government Code § 2252.002. The county may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. A "resident bidder" means a bidder whose principal place of business is in Texas.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

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

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 the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Additionally, in accordance with Local Government Code Chapter 176, bidders must submit a completed Conflict of Interest Questionnaire (Form CIQ) with their bid if the bidder (1) has a

business relationship with a local government officer of Rains County or a family member of the officer, or (2) has given a local government officer or family member one or more gifts exceeding the value specified by law. Form CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. Failure to submit Form CIQ when applicable may result in bid rejection.

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions 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. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

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.

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

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB.

Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

REQUIRED FORMS AND CERTIFICATIONS: In addition to the bid sheets and other required documentation, bidders must submit the following with their bid:

1. Certificate of Interested Parties (Form 1295): Pursuant to Texas Government Code § 2252.908, the successful bidder must complete and file Form 1295 electronically with the Texas Ethics Commission (www.ethics.state.tx.us) and provide a printed certificate (with unique certification number) to Rains County prior to contract execution. Bidders must acknowledge in their bid that they will comply with this requirement if awarded the contract. Failure to provide the certificate may result in contract invalidation.
2. Vendor Certifications: Bidder certifies by submission of this bid that it complies with:
 - a. Texas Government Code Chapter 2271: Does not boycott Israel and will not during the contract term (applies to contracts valued at \$100,000 or more);
 - b. Texas Government Code Chapter 2274: Does not discriminate against firearm entities or trade associations and will not during the contract term;
 - c. Texas Government Code Chapter 809: Does not boycott energy companies and will not boycott energy companies during the contract term; and
 - d. Texas Government Code Chapter 2252, Subchapter F: Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association; and is not a company known to have a contract with or provide supplies or services to a foreign terrorist organization.
3. Bidders must sign and include a certification statement affirming compliance with these provisions. Non-compliance may result in bid rejection or contract termination.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains 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 indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

of the county.

TERMINATION FOR DEFAULT: Rains 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. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification 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 Rains 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 Rains County, Texas.

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

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

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dalton Wages

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

"I, Dalton Wages am a duly authorized officer/agent for Contech Engineered Solutions, LLC. and have been duly authorized to execute the foregoing on behalf of said Contech Engineered Solutions, LLC.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Contech Engineered Solutions, LLC.
2201 West Royal Ln. Suite 260
Irving, TX 75063

Phone#: (903)-806-7229 Fax #: 972-590-2039

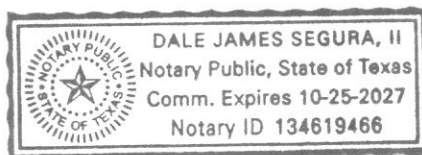
By: Dalton Wages Title: Estimator

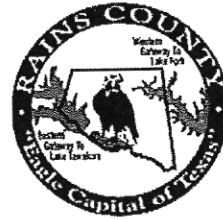
Signature: Dalton Wages SUBSCRIBED AND

SWORN to before me by the above-named Dalton Wages

on this the 18th day of June, 2026 Notary Public in and for the State of

Texas





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: _____

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: _____ Signature: _____

Date: _____ Phone #: _____

Company Name and Address: _____

BID SHEET CORRUGATED METAL OR PLASTIC PIPE **FOR** **RAINS COUNTY**

Please bid the materials you are willing to supply Rains County for the prices indicated below:

CORRUGATED METAL OR PLASTIC PIPE	Unit	Corrugation	Pick Up Price
12" Diameter	Per Foot	2-2/3x1/2	\$13.17
15" Diameter	Per Foot	2-2/3x1/2	\$16.40
18" Diameter	Per Foot	2-2/3x1/2	\$19.75
24" Diameter	Per Foot	2-2/3x1/2	\$26.28
30" Diameter	Per Foot	2-2/3x1/2	\$32.80
36" Diameter	Per Foot	2-2/3x1/2	\$39.15
42" Diameter	Per Foot	2-2/3x1/2	\$45.90
48" Diameter	Per Foot	2-2/3x1/2	\$52.57
60" Diameter	Per Foot	5x1	\$69.37
72" Diameter	Per Foot	5x1	\$85.18

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county. All orders must be delivered within five (5) working days. Emergency orders shall be delivered within two (2) working days. Delivery shall be made during normal working hours only, unless prior arrangements are made.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

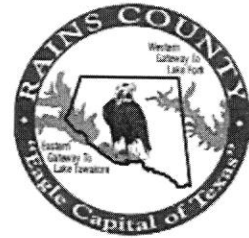
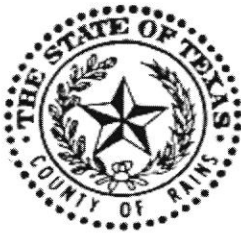
Name: Dalton Wages Signature: _____

Date: 06/18/2026 Phone #: (903)-806-7229

Company Name and Address: Contech Engineered Solutions LLC

2201 W. Royal Lane, Suite 260, Irving, TX 75063

****Freight - \$400/Truck Delivered Anywhere in County****



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: N/A

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: _____ Signature: _____

Date: _____ Phone #: _____

Company Name and Address: _____

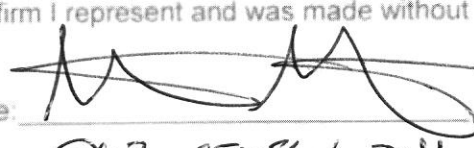
BID SHEET CORRUGATED METAL OR PLASTIC PIPE **FOR** **RAINS COUNTY**

Please bid the materials you are willing to supply Rains County for the prices indicated below:

CORRUGATED METAL OR PLASTIC PIPE	Unit	Corrugation	Delivered Price
12" Diameter	Per Foot	ADD-HOPE 20' or 30'	11 ¹³ / ₁₀₀
15" Diameter	Per Foot	20' or 30'	15 ⁴¹ / ₁₀₀
18" Diameter	Per Foot	20' or 30'	21 ⁰⁴ / ₁₀₀
24" Diameter	Per Foot	20' or 30'	31 ³⁴ / ₁₀₀
30" Diameter	Per Foot	20' or 30'	48 ⁸¹ / ₁₀₀
36" Diameter	Per Foot	20' or 30'	64 ²⁸ / ₁₀₀
42" Diameter	Per Foot	20' or 30'	79 ⁹⁸ / ₁₀₀
48" Diameter	Per Foot	20' or 30'	109 ¹⁴ / ₁₀₀
60" Diameter	Per Foot	20' or 30'	149 ⁸⁹ / ₁₀₀
72" Diameter	Per Foot	No Bid	No Bid

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county. All orders must be delivered within five (5) working days. Emergency orders shall be delivered within two (2) working days. Delivery shall be made during normal working hours only, unless prior arrangements are made.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name Steven Schwartz Signature: 

Date: 6/18/24 Phone #: 903.508.6341

Company Name and Address: Ferguson Waterworks
7982 US Hwy 69 N.
Tyler, TX 75706



FERGUSON WATERWORKS #3081
7982 US HIGHWAY 69 N
TYLER, TX 75706-6627

Phone: 903-508-6341
Fax: 903-526-0003

Deliver To:
From: Steven Schwartz
steven.schwartz1@ferguson.com
Comments:

10:38:35 JUN 19 2026

Page 1 of 2

FERGUSON ENTERPRISES, LLC #788

Price Quotation
Phone: 903-508-6341
Fax: 903-526-0003

Bid No: B637335
Bid Date: 06/18/26
Quoted By: SBS

Cust Phone:
Terms: INTERCOMPANY TERMS

Customer: QUOTATIONS
MUNICIPAL
COD
EULESS, TX 76040

Ship To: QUOTATIONS
MUNICIPAL
COD
EULESS, TX 76040

Cust PO#: 06182026

Job Name: ROAD & BRIDGE MTRLS

Item	Description	Quantity	Net Price	UM	Total
	20' HP DWLL STORM WTIB SLD				
A12650020IBPL1	12X20 HP DWALL STORM WTIB SLD	20	11.130	FT	222.60
A15650020IBPL1	15X20 HP DWALL STORM WTIB SLD	20	15.410	FT	308.20
A18650020IBPL1	18X20 HP DWALL STORM WTIB SLD	20	21.040	FT	420.80
A24650020IBPL1	24X20 HP DWALL STORM WTIB SLD	20	31.340	FT	626.80
A30650020IBPL1	30X20 HP DWALL STORM WTIB SLD	20	48.810	FT	976.20
A36650020IBPL1	36 HP DWALL STORM WTIB SLD 20	20	64.280	FT	1285.60
A42650020IBPL1	42 HP DWALL STORM WTIB SLD 20	20	79.980	FT	1599.60
A48650020IBPL1	48 HP DWALL STORM WTIB SLD 20	20	109.140	FT	2182.80
A60650020IBPL1	60 HP DWALL STORM WTIB SLD 20	20	149.890	FT	2997.80
	NO BID 72"				
	SUBTOTAL				10620.40

	30' HP DWLL STORM SOLID				
A12950030DW	12X30 F2648 PLN SLD HDPE PIPE	30	11.130	FT	333.90
A15950030DW	15X30 F2648 PLN SLD HDPE PIPE	30	15.410	FT	462.30
A18950030DW	18X30 F2648 PLN SLD HDPE PIPE	30	21.040	FT	631.20
A24950030DW	24X30 F2648 PLN SLD HDPE PIPE	30	31.340	FT	940.20
A30950030DW	30X30 F2648 PLN SLD HDPE PIPE	30	48.810	FT	1464.30
SP-A36950030PL	36 HP STORM PL30	30	64.280	FT	1928.40
A42950030DW	42X30 F2648 PLN SLD HDPE PIPE	30	79.980	FT	2399.40
A48950030	48X30 N12 SM WALL HDPE PE C/PIPE	30	109.140	FT	3274.20
SP-A60950030PL	60 HP DWALL STORM PL SOLID	30	149.890	FT	4496.70
	NO BID 72"				
	SUBTOTAL				15930.60

Net Total: \$26551.00
Tax: \$0.00
Freight: \$0.00
Total: \$26551.00



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=48157>

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Tarrant

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____

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

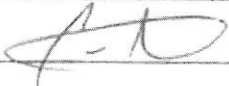
"I, Corey Ivie am a duly authorized officer/agent for Ferguson Enterprises, LLC and have been duly authorized to execute the foregoing on behalf of said Ferguson Enterprises, LLC.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Ferguson Enterprises, LLC
2650 S Pipeline
Eules, TX 76040

Phone#: 817-267-3900 Fax #: 817-267-3912

By: Corey Ivie Title: General Manager

Signature:  SUBSCRIBED AND

SWORN to before me by the above-named Corey Ivie

on this the 18 day of June, 2026 Notary Public in and for the State of Texas.

AFFIDAVIT OF COMPLIANCE WITH TEXAS STATUTORY REQUIREMENTS

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Corey Ivie**, who, upon being duly sworn, stated as follows:

My name is **Corey Ivie**, and I am authorized to make this affidavit on behalf of **Ferguson Enterprises, LLC** ("Company"). I have personal knowledge of the facts stated herein, and they are true and correct.

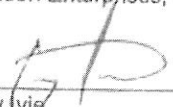
The Company's principal business address is:
Ferguson Enterprises, LLC
751 Lakefront Commons
Newport News, Virginia 23606

The Company hereby certifies compliance with the following provisions of Texas law:

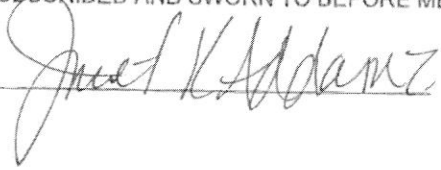
- a. Texas Government Code Chapter 2271 – The Company does not boycott Israel and will not boycott Israel during the term of any contract to which this certification applies.
- b. Texas Government Code Chapter 2274 – The Company does not have a practice, policy, guidance, or directive that discriminates against firearm entities or firearm trade associations.
- c. Texas Government Code Chapter 809 – The Company does not boycott energy companies and will not boycott energy companies during the term of the contract.
- d. Texas Government Code Chapter 2252, Subchapter F – The Company does not discriminate against firearm entities or trade associations and is not identified as a company doing business with a foreign terrorist organization.

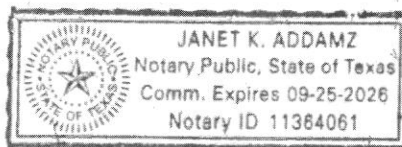
This affidavit is executed in connection with contracts with governmental entities in the State of Texas and is made under oath as required by applicable law.

Ferguson Enterprises, LLC

By: 
Corey Ivie
Title: General Manager
Date: 6-18-26

SUBSCRIBED AND SWORN TO BEFORE ME on this 18 day of June, 2026.





Notary Public, State of Texas

Printed Name: Janet K Addams

My Commission Expires: 9/25/26

REFERENCES

Please list at least three (3) companies or government agencies (preferably a municipality) where the same or similar products and/ or services as contained in this bid package were recently provided.

Company Name: City of Denton, Texas

Company Address: 901 B Texas St Denton, Texas 76209

Contact Person & Title: Keith Kading Warehouse Mgr. Procurement

Phone: 940-349-7178 Email: Keith.Kading@cityofdenton.com

Contract Period: 2019-current Scope of Work: Supply of Underground Utility Products

Company Name: City of Tyler, Texas

Company Address: 2300 WNW 323 Loop Tyler, Texas 75702

Contact Person & Title: Sherry Pettit Purchasing Manager

Phone: 903-531-1232 Email: spettit@tylertexas.com

Contract Period: 08/01/22-current Scope of Work: Supply of Underground Utility Products

Company Name: City of Sherman, Texas

Company Address: 805 South East St Sherman, Texas 75090

Contact Person & Title: Evie Falcon Utility Maintenance Coordinator

Phone: 903-892-7215 Email: EvieF@cityofsherman.com

Contract Period: 04/11/22-current Scope of Work: Supply of Underground Utility Products

Vendor Certification of Compliance

State of Texas §
County of Smith §

I, the undersigned authorized representative of **Ferguson Enterprises, LLC** ("Vendor"), hereby certify, represent, and affirm that Vendor is in full compliance with the following provisions as required under applicable Texas law:

Texas Government Code Chapter 2271

Vendor does not boycott Israel and will not boycott Israel during the term of any resulting contract, as applicable to contracts valued at \$100,000 or more.

Texas Government Code Chapter 2274

Vendor does not have a practice, policy, guidance, or directive that discriminates against firearm entities or firearm trade associations and will not engage in such discrimination during the term of the contract.

Texas Government Code Chapter 809

Vendor does not boycott energy companies and will not boycott energy companies during the term of the contract.

Texas Government Code Chapter 2252, Subchapter F

Vendor:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- Is not identified on any list maintained by the State of Texas as a company known to have a contract with or provide supplies or services to a foreign terrorist organization.

Vendor understands that this certification is made as a material representation of fact upon which reliance will be placed by the awarding entity in making its contract award decision. Vendor further acknowledges that failure to comply with these statutory requirements may result in disqualification of its bid or termination of any resulting contract.

Authorized Representative: _____

Printed Name: **Steven Schwartz**

Title: **Sales Project Manager II**

Company: **Ferguson Enterprises, LLC**

City/State: **Tyler, Texas**

Date: _____

6/18/24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ferguson Enterprises, LLC
Tyler, TX United States

Certificate Number:
2026-1479569

Date Filed:
06/18/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Rains County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Road and Bridge Materials
Corrugated Pipe

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



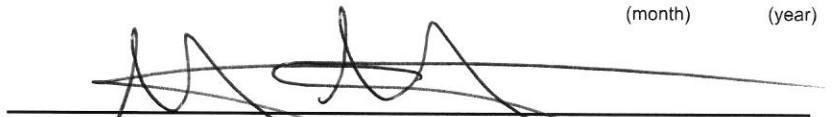
6 UNSWORN DECLARATION

My name is Steven Schwartz, and my date of birth is _____.

My address is 7982 US Hwy 69N, Tyler, TX, 75706, US.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 18 day of June, 20 26.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

NAMED INSURED ADDENDUM

Effective Date	Company
6/16/2003	A-1 Pipe
5/23/2022	Aaron & Company, LLC
4/1/1975	Acquisition - Charleston, SC
8/20/2018	Action Automation
11/16/2015	Action Fire Fab & Supply, Inc.
7/15/2019	Action Supply Co.
12/1/2022	Airefco, Inc
3/13/2006	Alamo Pipe
3/30/1999	Alamo Plumbing Supply Co.
1/11/2021	Amerock Corporation
4/4/2016	Andrews Lighting Gallery, Inc.
3/21/2022	AP Supply Company
4/27/2015	Arkansas Supply, Inc.
8/2/1993	Armstrong Plumbing Supply Company, Inc.
10/19/2015	Atlantic American Fire Equipment Company
11/16/2020	Atlantic Construction Fabrics
11/1/1977	Atlas Supply Company, Inc.
6/27/1994	Automatic Temperature Supplies Inc.
4/22/2024	AVCO Supply (AVCO Supply, Inc.)
9/15/1999	Baker Pipe and Supply Company
12/11/2018	Blackman
7/30/2018	Brock McVey
7/31/2023	Bruce Supply Corp
5/23/2016	Bruce-Rogers Company
2/9/2015	Builders Appliance Center
1/19/2004	Builder's Plumbing Supply
12/29/1989	C. Selzer & Sons, Inc.
3/4/1992	Cain & Bulirnan, Inc.
12/29/2006	Cal-Steam
10/17/2005	Camellia Valley Supply
5/9/2022	Canadian Safe-Step Tubs, Inc.
7/26/2021	Canyon Pipe & Supply
1/8/2024	Capital City Appliances LLC dba Harway Appliances
10/29/2018	Capital Distributing
5/31/2014	Capstone Global Solutions
10/2/2006	Castle North
10/2/2006	Castle Supply
5/5/1997	Central Engineering and Supply, Co., Inc.
5/22/2006	Central Lighting Supply

3/10/1983	Central Plumbing Supply Company
5/8/2006	Central Supply
3/16/1992	Chatham Pipe & Supply
8/25/1997	Cities Supply Company, Inc.
1/21/2026	Chesapeake Environmental Equipment
11/22/2004	Clark Supply
1/11/2021	Clarksville Lighting and Appliance
8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
4/8/2002	Clayton Acquisition Company
10/8/1997	Climate Makers of Charleston, Inc.
9/1/2004	Cline Contract Sales
1/9/2006	Colgan
3/13/2020	Columbia Pipe & Supply
2/26/1996	Columbia Supply Corporation
4/1/1990	Consumer's Supply Company, Inc.
9/12/2005	Contractor's Field Products
10/30/1984	Cooper Supply Company
2/20/2017	Custom Lighting & Hardware
7/18/2022	D2 Land & Water Resource, Inc
8/27/2007	Davidson Pipe & Supply
4/24/2006	Davies Water
10/1/2012	Davis & Warshow
4/18/2016	Dealernet, LLC
2/21/2006	Dixie Plumbing Supply
10/22/2018	Dogwood Building Supply
1/24/2000	Donovan Industrial Supply Corporation
9/1/2009	DPS
1/22/2018	Duhig Stainless
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.
6/12/2000	Eastern Sewer Pipe Corp.
5/18/2015	Ecomfort Holdings Inc.
9/19/2005	Economy Plumbing Supply
9/30/2005	Endries International
10/29/1993	Energy & Process Corporation
3/9/2015	Equarius Waterworks, Inc.
7/1/1998	Esco Supply Company
4/28/2014	Factory Direct Appliance
8/27/2018	FE Products Inc.
9/11/2000	Ferguson Fire & Fab, Inc
3/31/2019	Ferguson Enterprises, LLC
12/23/1998	Fields & Company of Lubbock, Inc.
7/30/2007	Fire Fab
9/11/2000	Fire Protection Supply Company

2/11/2013	Fluid Systems Hawaii, Inc.
6/1/1998	Forward Enterprises
4/25/2022	Founders Kitchen & Bath, Inc.
11/30/2005	Frischkorn
5/1/2005	Full Service Supply
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)
5/16/2024	GAR Engineering
10/15/1996	General Plumbing Supply Co. of MD, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.
7/30/2024	Gerster Equipment Co.
11/17/2014	Global HVAC Distributors, Inc.
8/4/1999	Goldberg Company (GCI)
5/20/1991	Gonnan Air Conditioning Company, Inc.
9/24/2018	Grand Junction Pipe & Supply
9/30/1996	Great Lakes Plumbing Supply, Inc.
2/7/2007	Grif-Fab
11/7/2011	Groeniger
1/29/2024	Grove Supply, Inc.
11/7/2022	Guarino Distributing Co, LLC
10/16/2006	Gulf Refrigeration
12/18/2006	Guntersville Fab
4/14/2003	Hanco Supply, Inc.
1/8/2024	Harway Supply, LLC
12/15/2003	High Country
9/18/2017	HM Wallace, Inc.
11/13/2021	Hot Water Products, Inc.
6/9/2014	HP Products (and HP Logisitics)
6/17/2025	HPS Specialties, LLC
10/4/1993	Hub Inc.
6/2/2003	Huskey, Inc.
2/28/2007	Improvement Direct
3/31/2025	Independent Pipe & Supply Corp.
3/20/2006	Indiana Plumbing Supply
7/29/2019	Innovative Soil Solutions
11/23/1996	J&G Products Company, Inc.
12/15/1997	Jaime Salicrup, Inc.
1/28/2019	James Martin Furniture
12/30/2007	JC Plumbing
1/31/2005	JD Daddario
11/5/2007	JD Wholesale
8/13/2018	Jones Stephens
8/18/2014	Joseph G. Pollard Co. Inc.
10/16/2006	Kandall

1/20/2014	Karl's Sales and Service - Karls Appliance
7/25/2023	Kennedy Companies
2/4/2019	Kitchen Art
6/21/2021	Kitchen Showcase
10/29/1998	L&H Plumbing & Heating Supply
11/7/2005	LAB Appliances
10/2/2006	Lawrence Supply
1/29/1988	LBS Supply, Inc.
9/15/2003	Liberty Equipment
4/15/2025	Light Innovations, Inc.
7/9/2018	Lighting Design Center
4/4/2022	Lighting Plus
3/27/2017	Lighting Unlimited, LLC
7/31/2010	Lincoln Products
4/7/2003	Linwood Pipe and Supply Co., Inc.
10/1/2015	Living Direct, Inc.
8/29/2011	Louisiana Chemical PVF
6/5/1995	Lyon, Conklin & Co., Inc.
7/22/2025	Manufactured Duct & Supply
2/18/2008	Mastercraft Cabinets
12/12/2016	Matera Paper Company, Inc.
12/8/2014	McFarland Supply Co., Inc.
5/1/1984	McKenna Supply Company
2/8/2005	Meckco Supply
9/20/2021	Meyer Appliances, Kitchens and Baths
7/11/2016	Michigan Meter Technology Group, Inc.
6/13/2016	Michigan Pipe and Valve-Flint, Inc.
6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
6/18/2001	Mid-Cities - Dallas, TX
5/21/2001	Mid-Cities - Plant City, FL
6/1/1999	Midwest Pipe & Supply
7/25/2022	Minka Lighting LLC
6/3/2019	Mission Valley Pipe and Supply
11/15/2005	Mobile Supply
8/29/2022	Monark Premium Appliance (Transform Midco LLC)
7/12/2021	Moore Industrial Supply, Co.
3/29/2004	Municipal Pipe
5/14/2018	National Fire
10/2/2006	Northern Water Works Supply
10/26/2020	Old Dominion Supply
12/4/2006	Ondalay Pipe
2/13/2017	P.V. Sullivan

12/11/2006	Page's Appliance
8/1/2006	Palermo
8/15/2005	Park Supply
12/31/2004	Parnell Martin
8/21/2000	Pesco Pipe and Supply Co.
4/10/2006	Pipe Products
1/30/2023	Pipelines, INC
1/29/2024	PLCC Enterprises LLC
4/26/1999	Plumbers Specialty Company, Inc.
1/24/2022	Plumbers Supply Company of St Louis
1/15/1985	Plumbers Supply Company, Inc.
3/6/2000	Plumbing & Mill Supplies, Incorporated
9/14/2014	Powell Pipe & Supply Co.
9/25/2012	Power Equipment Direct, Inc. (PED)
12/5/2022	Power Process Equipment Co
9/9/2019	Process Instruments & Controls
1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)
12/7/2004	R Supply
6/4/1985	R. W. Farmer Supply Co., Inc.
9/22/1997	Raleigh Supply Company, Inc.
10/10/2016	Ramapo Wholesalers Inc.
3/1/2001	Red Hed Supply
3/16/2015	Redlon & Johnson Supply
4/23/2012	Reese Kitchens
3/16/2020	Rencor Controls
10/27/2015	Renwes Appliances, Inc.
6/24/2025	Ritchie Environmental Solutions, LLC
1/1/1984	Riverside Supply Company, Inc.
11/19/2018	Roberston Supply
11/22/2021	RP Lighting & Fans (Royal Pacific)
7/26/2022	Rybak Engineering. Inc
8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)
8/29/2005	S&S Fabricators
6/13/2023	S.G. Torrice
4/15/2024	Safe Step Walk In Tub, LLC
7/31/2018	Safe Step Walk-In Tub Co
12/31/1980	SCL Equipment Corporation
10/16/2023	SecureVision of America
9/26/2011	SG Supply
12/8/2014	Ship-Pac, Inc.
11/3/1997	South Bend Supply Company, Inc.

12/19/2005	South Lake Tahoe
5/1/1976	Southern States Supply Company, Inc.
5/20/2024	Southwest GeoSolutions, Inc.
10/6/2014	Spillius, Inc. (dba City Lights and Design)
6/30/1997	Standard of Lynn, Inc.
5/25/2022	STE LLC
1/7/1998	Steel City Wholesalers
12/31/2010	Summit Pipe & Supply
5/6/2002	Sumner & Dunbar
1/8/2001	Sunbelt Marketing
10/25/2021	Sunstate Meters and Supply, Inc
5/22/2006	Supply North Central Group
11/11/2019	SW Anderson
5/13/2002	Tahoe Truckee Supply
2/17/2026	Technology Sales Associates, Inc.
11/13/2024	Templeton & Associates Equipment Sales
11/13/2024	TEMSCO
12/30/1986	Terry Supply Company
1/8/2024	Texas State Appliances, LLC
2/23/2015	The Ar-Jay Center
4/18/2016	The Bath + Beyond
8/30/1999	The Gage Company
10/24/2016	The Plumbing Source, Inc.
1/7/1986	The Warner Company, Inc.
8/2/1999	Thrall Distribution, Inc.
3/30/1998	Tozour Unitary Product Division
1/13/2003	Triangle Supply, Inc.
6/27/2022	Triton Environmental, LLC
11/2/1992	U.S. Supply Company
2/7/2022	Uncle Sam Piping Solutions. Inc.
11/14/2016	Underground Pipe & Valve, Inc.
10/1/1986	Underground Supply Company, Inc.
8/21/2006	United Automatic
5/23/2005	United Supply & Distributing
7/30/2024	United Water Works, Inc.
1/28/1983	Universal Supply Company, Inc.
12/31/1986	Virginia Supply and Well Company
11/13/1995	Walden Industrial Supply Co., Inc.
12/10/2018	Wallwork Bros., Inc
3/31/2014	Waterworks Industries
8/1/2006	Waterworks Supply
6/26/2005	Webb Distributors, Inc.
6/30/2001	Westburne Supply, Inc.

8/13/2007	Western Air
8/29/2016	Westfield Lighting Co., Inc.
8/7/2017	Wholesale Group, Inc.
7/10/1995	Wilmington Plumbing Supply Co., Inc.
12/18/1995	Wisconsin River Supply Company
1/29/2024	Wolfe Family Partnership, Ltd
6/8/2015	WR White Supply
7/2/2018	Wright Plumbing
1/29/2024	Wvhc Enterprises, LLC
1/13/2003	York Factory Branch - Corona, CA
3/4/2024	Yorkwest Plumbing Supply Inc.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) FERGUSON US HOLDINGS, INC	
	2 Business name/disregarded entity name, if different from above FERGUSON ENTERPRISES, LLC	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3). Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E (Applies to accounts maintained outside the United States)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.) See instructions. 751 LAKEFRONT COMMONS		Requester's name and address (optional)
6 City, state, and ZIP code NEWPORT NEWS, VA 23606		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-				-	
or								
Employer identification number								
5	4	-	1	4	7	3	3	8

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Rebecca Dubus</i>	Date <i>1/5/26</i>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ferguson Enterprises, LLC utilizes the following DBA names

Aaron & Co.	HPS Specialties
ACF Environmental	Independent Pipe
Action Plumbing Supply	Independent Pipe & Supply
Airefco	Innovative Soil Solutions
Andrews Lighting & Hardware Gallery	Kennedy Companies
AVCO	Kennedy Culvert & Supply
AVCO Supply	Kennedy Water Works
Beautyware Plumbing Supply Co.	Kern Pipe
Build com	Kern Pipe & Supply
Build with Ferguson	Kitchen Art
Build.com	Kitchen Art of South Florida
Buildcom	Light Innovations
BuildStore	Lightingdirect.com
Cal-Steam	Lightingdirect.com
Canyon Pipe & Supply	Louisiana Utilities Supply Company
Capital City Appliance	LUSCO
Columbia Pipe	Lyon Conklin
Columbia Pipe & Supply	Lyon Conklin, & Co., Inc.
D2 Land & Water Resource	Lyon Conklin, a Ferguson enterprise
Duhig Stainless	Maddux Supply Company
EdgeStar	MDS
Factory Direct Appliance	Manufactured Duct & Supply
Faucet com	Matera Paper
Faucet.com	Matera Paper Company
FaucetDirect.com	Meyer Appliance
FaucetDirect.com	Midwest Pipe & Supply, a Ferguson enterprise
Ferguson Enterprises	Mission Valley Pipe & Supply
Ferguson Enterprises of Virginia, LLC	Old Dominion Supply
Ferguson Enterprises, LLC of Virginia	Peebles Supply Corporation
Ferguson Facilities Supply	Pipelines
Ferguson Fire & Fabrication International	Pipelines of PA
Ferguson Full Service Supply	PL Sourcing
Ferguson Heating & Cooling	Plumb Source
Ferguson Home	Plumbers Supply Company
Ferguson HVAC	Plumbers Supply Company of St. Louis
Ferguson HVAC - Lyon Conklin	Pollardwater
Ferguson Industrial	Power Process Equipment
Ferguson Industrial Plastics	Pullsdirect.com
Ferguson Industrial Plastics Division	Pullsdirect.com
Ferguson Integrated Services	Renwes Sales
Ferguson International	RES
Ferguson Leasing Company	Ritchie Environmental Solutions
Ferguson Parts & Packaging	Schell Supply Corporation
Ferguson Waterworks	Securevision
Ferguson Waterworks - Red Hed	Securevision of America
Ferguson.com	Southwest Geo-Solutions
Founders Kitchen and Bath	Stevens Supply Corporation
Fresno Pipe	Stockton Pipe
Fresno Pipe & Supply	Stockton Pipe & Supply
Frishkorn, Inc.	Sunstate Meter & Supply
Geo-Solutions	Tarpon Wholesale Supplies
Gerster Equipment Company	Templeton & Associates

Gotham
Gotham Pipe
Gotham Pipe Supply
Grand Junction Pipe
Grand Junction Pipe & Supply Co.
Grand Junction Pipe & Supply Company
Grove Supply
Guarino Distributing
Harway Appliances
Henry Kitchen & Bath
Henry Plumbing Kitchen & Bath Galleries
Henry Plumbing Supply
High Country Plumbing Supply
Hot Water Products
HPS

Templeton & Associates Equipment Sales
TEMSCO
The Ar-Jay Center
The Davidson Group
The Kitchen Showcase
The Stock Market
Triton Environmental
United Water Works
Warner Supply Corporation
Water Resources
Water Works Supplies, a Ferguson enterprise
Water Works Supply
Westburne Supply Inc.
Wolseley Industrial Group
Wright Plumbing Supply

Last updated 10.07.25

Ferguson PNC Bank Lockbox Remit Address

California
US Postal Service - first class mail
Ferguson # (Main Branch Number)
PO BOX 31001-4333
Pasadena, CA 91110-4333
Overnight Address
PNC Bank c/o Ferguson # (Main Branch Number)
Lockbox Number 914333
Pasadena Tech Center
465 N. Halstead St., Suite 160
Pasadena, CA 91107

Illinois
US Postal Service - first class mail
Ferguson # (Main Branch Number)
PO BOX 802817
CHICAGO, IL 60680-2817
Overnight Address
PNC Bank c/o Ferguson # (Main Branch Number)
Att: Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

Pennsylvania
US Postal Service - first class mail
Ferguson # (Main Branch Number)
PO BOX 644054
Pittsburgh, PA 15264-4054
Overnight Address
PNC Bank c/o Ferguson # (Main Branch Number)
Att: Lockbox 644054
500 First Avenue
Pittsburgh, PA 15219

Ferguson Bank of America Lockbox Remit Address

BOA - Atlanta - 100286
US Postal Service - first class mail
<u>Ferguson #</u> (Main Branch Number)
PO Box 100286
Atlanta, GA 30384-0286
Overnight Address
Bank of America Lockbox Services
Ferguson # Lockbox # 100286
6000 Feldwood Road
College Park, GA 30349

BOA - Dallas - 847411
US Postal Service - first class mail
<u>Ferguson #</u> (Main Branch Number)
PO Box 847411
Dallas, TX 75284-7411
Overnight Address
Bank of America Lockbox Services
Ferguson # <u>Lockbox</u> # 847411
1950 N Stemmons Frwy. Ste. 5010
Dallas, TX 75207

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

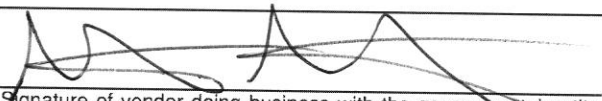
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

6/18/26
Date



RAINS COUNTY
Commissioners' Court
167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads. This Invitation to Bid is issued in accordance with the County Purchasing Act, Texas Local Government Code Chapter 262.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 22, 2026 at 4:30 P.M. Sealed bids should be marked **"Road and Bridge Materials Bid"** and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court will award the contract to the lowest and best bidder, as provided under Texas Local Government Code § 262.027(a), and reserves the right to reject any and all bids and waive technicalities.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 22, 2026
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 25, 2026.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 25, 2026 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 22, 2026. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. Pursuant to Texas Local Government Code § 262.032(b), this contract is subject to the availability of appropriated funds. No obligation shall be incurred by the County beyond the current fiscal year unless appropriated by Commissioners' Court. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, 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 canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County may award contracts by line item or lump sum, as permitted by law, based on which method provides the lowest and best value to the County. In evaluating bids, the county will apply the reciprocal preference for resident bidders as required by Texas Government Code § 2252.002. The county may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. A "resident bidder" means a bidder whose principal place of business is in Texas.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

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

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 the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Additionally, in accordance with Local Government Code Chapter 176, bidders must submit a completed Conflict of Interest Questionnaire (Form CIQ) with their bid if the bidder (1) has a

business relationship with a local government officer of Rains County or a family member of the officer, or (2) has given a local government officer or family member one or more gifts exceeding the value specified by law. Form CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. Failure to submit Form CIQ when applicable may result in bid rejection.

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions 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. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

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.

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

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB.

Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

REQUIRED FORMS AND CERTIFICATIONS: In addition to the bid sheets and other required documentation, bidders must submit the following with their bid:

1. Certificate of Interested Parties (Form 1295): Pursuant to Texas Government Code § 2252.908, the successful bidder must complete and file Form 1295 electronically with the Texas Ethics Commission (www.ethics.state.tx.us) and provide a printed certificate (with unique certification number) to Rains County prior to contract execution. Bidders must acknowledge in their bid that they will comply with this requirement if awarded the contract. Failure to provide the certificate may result in contract invalidation.
2. Vendor Certifications: Bidder certifies by submission of this bid that it complies with:
 - a. Texas Government Code Chapter 2271: Does not boycott Israel and will not during the contract term (applies to contracts valued at \$100,000 or more);
 - b. Texas Government Code Chapter 2274: Does not discriminate against firearm entities or trade associations and will not during the contract term;
 - c. Texas Government Code Chapter 809: Does not boycott energy companies and will not boycott energy companies during the contract term; and
 - d. Texas Government Code Chapter 2252, Subchapter F: Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association; and is not a company known to have a contract with or provide supplies or services to a foreign terrorist organization.
3. Bidders must sign and include a certification statement affirming compliance with these provisions. Non-compliance may result in bid rejection or contract termination.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains 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 indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

of the county.

TERMINATION FOR DEFAULT: Rains 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. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification 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 Rains 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 Rains County, Texas.

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

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

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Oklahoma

COUNTY OF Pushmataha

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Tammi Smith

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

"I, Tammi Smith am a duly authorized officer/agent for Martin Marietta and have been duly authorized to execute the foregoing on behalf of said Martin Marietta.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Martin Marietta attn. Tammi Smith
PO Box 250
Sawyer, Ok. 74756

Phone#: 405-496-9272 Fax #: _____

By: Tammi Smith Title: Sales Rep

Signature: Jessica Owens SUBSCRIBED AND

SWORN to before me by the above-named Tammi Smith

on this the 22 day of June, 2026 Notary Public in and for the State of Oklahoma.





BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 6/22/26

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Rock	ton	No bid	No bid	32.75	
TPDOR Base #247	ton			15.85	Pre A Grade 1-2
#57	tm			27.50	* Included Trimming

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Yammi Smith Signature: Yammi Smith

Date: 6-22-26 Phone #: 405-496-9272

Company Name and Address: Martin Mametta

PO Box 250

Samper Dr 74156



Quotation

Quote ID: 50395415
Quote Date: 6/22/2026
Customer: RAIN COUNTY
Attention:
Project Name: RAINS COUNTY ROAD BID
Project Location: 3239 E 2000 RD, SAWYER QUARRY
SAWYER, OK 74743
Project GPS: 34.113310, -95.375690

<i>Sawyer Quarry</i>		<i>12" Rip</i>			<i>\$38.50</i>			<i>\$38.50</i>
Sawyer Quarry	1347	1 3/4 FLEX BASE	1	TN	\$15.85	-	-	\$15.85
Sawyer Quarry	1751	TY D CLASS A	1	TN	\$32.75	-	-	\$32.75
Sawyer Quarry	0620	1 CONC ST	1	TN	\$27.50	-	-	\$27.50

Additional Quote Terms and Conditions

Truck Deliveries

- The above prices will expire December 31, 2026.
- Advance notice will be required for delivery of products.
- A minimum load of 20 tons will be charged on freight for delivered materials.
- Delivered pricing is provided for budgetary purposes only. Martin Marietta will make a diligent effort to provide trucking the rate quoted but cannot be held liable to decisions of 3rd party trucking companies' rate increases or inadequate delivery performance.

Terms and Conditions:

1. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.
3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. Other than the warranties stated in the first sentence of this paragraph, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PERFORMANCE OF ITS AGGREGATES, WHETHER WITH RESPECT TO ALKALI-AGGREGATE REACTIVITY. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT MATERIAL. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.
4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:
 - A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin



Quotation

Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.

B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.

C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. In addition, Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be \$80 per hour per truck, charged in no less than 30 minute increments.

8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.

9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.

10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.

12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that changes the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.

13. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order, without regard to principles of conflict or choice of law.

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

--

Signature

Print Name/Title

Date

Should you have any questions regarding this quote, please contact
TAMMI SMITH at (580) 3729109 or Tammi.Smith@martinmarietta.com
Please Email or Send PO to: 524 Central Avenue, Hot Springs, AR 71901

Cover Coat Material (Chip Seal):

The chip or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed gray granite with 100 percent fractured faces. The aggregate shall have maximum loss of 20 percent when tested with the LA Abrasion procedure as defined by AASHTO T96.

The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12 percent as determined by ASTM D4791. Only one type of aggregate shall be used and shall conform to the following gradations.

Gradation Table - Cover Coat Aggregate (percent passing)

Sieve Size 1/2" Chip 3/8" Chip 1/4" Chip

1/2" 90-100 100 100

3/8" 0-60 95-100 100

1/4" 0-10 0-35 95-100

No. 8 0-3 0-3 0-3

No. 200 0-1.5 0-1.5 0-1.5

Type D or Grade 5 chip rock is acceptable.



RAINS COUNTY Commissioners' Court

167 E. Quitman Street
Suite 102
Emory, TX 75440
903/473-5019 Fax 903/473-5084

Brent D. Hilliard, County Judge
Jeremy Cook, Commissioner Precinct 1
Mike Willis, Commissioner Precinct 2
Korey Young, Commissioner Precinct 3
Lori Northcutt, Commissioner Precinct 4

NOTICE

The Rains County Commissioners' Court is seeking bids for the purchase of Road and Bridge materials to be used on Rains County Roads. This Invitation to Bid is issued in accordance with the County Purchasing Act, Texas Local Government Code Chapter 262.

Prospective bidders may contact the Rains County Road and Bridge Administrator for more details at (903) 473-5099.

Sealed bids must be received in the County Judge's Office prior to June 22, 2026 at 4:30 P.M. Sealed bids should be marked "**Road and Bridge Materials Bid**" and can be mailed or delivered to:

Rains County Judge
167 E. Quitman Street
Suite 102
Emory, TX 75440

The Commissioners' Court will award the contract to the lowest and best bidder, as provided under Texas Local Government Code § 262.027(a), and reserves the right to reject any and all bids and waive technicalities.

RAINS COUNTY, TEXAS

INVITATION TO BID – Road and Bridge Materials

RETURN BID TO: RAINS COUNTY JUDGE'S OFFICE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEETS are for your convenience in bidding the enclosed referenced products and/or services for RAINS COUNTY.

Sealed bids shall be received no later than 4:30 P.M. June 22, 2026
MARK ENVELOPE: "Road and Bridge Materials Bid"

RAINS COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract(s), and shall be considered void and unacceptable. Opening is scheduled to be held in Rains County Courthouse 167 E. Quitman Street, Emory, Texas 75440 at 10:00 A.M. June 25, 2026.

Rains County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know if any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business. If you do not wish to bid at this time, but wish to remain on the bid list for this type of commodity, please submit a "No Bid." If you wish to be removed from the bid list, please let us know. Anyone currently on our bid list who does not respond to this request by submitting a bid or "No Bid" will be removed from the bid list.

Contracts will be awarded at the meeting of the Rains County Commissioners' Court in the Rains County Courthouse at 10:00 A.M. June 25, 2026 to obtain results, or if you have any questions, please contact the **RAINS COUNTY ROAD AND BRIDGE OFFICE at (903) 473-5099.**

RAINS COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

Road and Bridge Material

By order of the Commissioners' Court of Rains County, Texas, sealed bids will be received for:

Road and Bridge Material

TO PROVIDE for a contract(s) for the purchase of Road and Bridge Material beginning July 1, 2026.

IT IS UNDERSTOOD that the Commissioners' Court of Rains County reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Rains County.

BIDS MUST BE submitted on the bid sheet forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and marked clearly on the outside as shown below.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

RAINS COUNTY JUDGE
167 E. Quitman Street
Suite 102
EMORY, TX 75440

MARK ENVELOPE: "Road and Bridge Material Bid"

ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE NO LATER THAN 4:30 P.M., June 22, 2026. Funds for payment have been provided through the Rains County Budget approved by the Commissioners' Court for the fiscal year only. Pursuant to Texas Local Government Code § 262.032(b), this contract is subject to the availability of appropriated funds. No obligation shall be incurred by the County beyond the current fiscal year unless appropriated by Commissioners' Court. Therefore, anticipated orders or other obligations that may arise past the end of the current Rains County fiscal year shall be subject to budget approval.

Failure to provide this information may result in rejection of bid. If a bidder is not able to meet availability and delivery of any product (materials), the county may order from the second best bidder. After the project is completed the current material bid remains with the current awarded bidder.

REQUIRED FORMS AND CERTIFICATIONS: In addition to the bid sheets and other required documentation, bidders must submit the following with their bid:

1. Certificate of Interested Parties (Form 1295): Pursuant to Texas Government Code § 2252.908, the successful bidder must complete and file Form 1295 electronically with the Texas Ethics Commission (www.ethics.state.tx.us) and provide a printed certificate (with unique certification number) to Rains County prior to contract execution. Bidders must acknowledge in their bid that they will comply with this requirement if awarded the contract. Failure to provide the certificate may result in contract invalidation.
2. Vendor Certifications: Bidder certifies by submission of this bid that it complies with:
 - a. Texas Government Code Chapter 2271: Does not boycott Israel and will not during the contract term (applies to contracts valued at \$100,000 or more);
 - b. Texas Government Code Chapter 2274: Does not discriminate against firearm entities or trade associations and will not during the contract term;
 - c. Texas Government Code Chapter 809: Does not boycott energy companies and will not boycott energy companies during the contract term; and
 - d. Texas Government Code Chapter 2252, Subchapter F: Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or trade association; and is not a company known to have a contract with or provide supplies or services to a foreign terrorist organization.
3. Bidders must sign and include a certification statement affirming compliance with these provisions. Non-compliance may result in bid rejection or contract termination.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Rains 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 indemnifies and will indemnify and save harmless Rains County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay judgment with costs which may be obtained against Rains County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Rains County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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

SPECIFICATIONS FOR FLEX BASE FOR RAINS COUNTY

This material is to be flex base material acceptable to the county. It must meet standards of State Department of Highways Public Transportation 1993 Standard Specifications Item 247 (Type A).

Bid Unit: Ton

Term of Bid: One (1) year beginning July 1, 2026 to June 30, 2027. With delivery FOB from Quarry.

Proof of Certificate of Liability Insurance which includes Workers Compensation Insurance must be submitted with bid.

Random testing will be made to confirm compliance with specifications.

County reserves the right to reject material delivered not in compliance with specifications at vendor's expense.

Bids must be submitted on an approved bid form.

of the county.

TERMINATION FOR DEFAULT: Rains 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. Rains County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Rains County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Rains County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Rains County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Emory, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INVOICES shall show all information as stated above, shall state each purchase, and be mailed directly to the Rains County Road and Bridge Department, P.O. Box 185, Emory, Texas 75440.

PAYMENT will be made upon receipt and acceptance by the county of items ordered and receipt of a valid invoice, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specification 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 Rains 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 Rains County, Texas.

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

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

BID AFFIDAVIT: Each prospective bidder shall complete and return the enclosed bid affidavit with bid.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Rains County Road & Bridge Administrator at (903) 473-5099.

business relationship with a local government officer of Rains County or a family member of the officer, or (2) has given a local government officer or family member one or more gifts exceeding the value specified by law. Form CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us. Failure to submit Form CIQ when applicable may result in bid rejection.

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

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions to the specifications, or offering substitutions, shall state these exceptions 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. Rains County Commissioners' Court reserves the right to accept any and all or none of the exceptions/substitutions deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes to this INVITATION TO BID and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Rains County Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of this INVITATION TO BID. Bidders shall acknowledge receipt of all addenda's.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of services.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

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.

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

REFERENCES: Rains County requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Rains County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamped in the County Judge's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, 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 canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Rains County is exempt by law from payment of Texas Sales Tax.

BID AWARD: Rains County may award contracts by line item or lump sum, as permitted by law, based on which method provides the lowest and best value to the County. In evaluating bids, the county will apply the reciprocal preference for resident bidders as required by Texas Government Code § 2252.002. The county may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. A "resident bidder" means a bidder whose principal place of business is in Texas.

CERTIFICATE OF INSURANCE: Bidder shall provide Certificate of Insurance which includes proof of Workers Compensation Insurance and it should be attached to the bid.

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

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 the Rains County Commissioners' Court.

IN DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Rains County.

DELIVERY: All delivery and freight charges (FOB Rains County designated location) are to be included in the bid price unless otherwise stated in the specifications.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Additionally, in accordance with Local Government Code Chapter 176, bidders must submit a completed Conflict of Interest Questionnaire (Form CIQ) with their bid if the bidder (1) has a

3241 RS County Road 1495
Emory, TX 75440
Office: (903)896-4835
bryan@bchconstruct.com



JUNE 22, 2026

To Whom it May Concern,

I am writing this letter to notify Rains County that I, Bryan Henderson, am partners with Judge Brent Hilliard at The Herd Partners, LLC. In no way does this impact the price or performance of the enclosed bid.

Thank you,

Bryan Henderson

President

B.C. Henderson Construction, Inc.

3241 RS County Road 1495

Emory, TX 75440

(903) 355-5015 Cell

(903) 896-4835 Office

bryan@bchconstruct.com



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rock Price date as of: June 22, 2026

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
<u>Flex Base Crushed Concrete</u>	<u>TON</u>	<u>\$275 per load</u>	<u>—</u>	<u>\$25 per ton</u>	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Bryan Henderson Signature: Bry H

Date: 06/22/2026 Phone #: 903-896-4835

Company Name and Address: B.C. Henderson Construction, Inc.

Bryan Henderson
3241 RS County Road 1495
Emory, TX 75440

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Rains

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bryan Henderson

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

"I, Bryan Henderson am a duly authorized officer/agent for B.C. Henderson Construction, Inc. and have been duly authorized to execute the foregoing on behalf of said B.C. Henderson Construction, Inc.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: B.C. Henderson Construction, Inc.
Bryan Henderson
3241 RS County Road 1495
Emory TX 75440

Phone#: 903-896-4835 Fax #: N/A

By: Bryan Henderson Title: President

Signature: [Signature] SUBSCRIBED AND

SWORN to before me by the above-named Bryan Henderson
on this the 22nd day of June, 2026 Notary Public in and for the State of
Texas

Mary Sage McKee
Mary Sage McKee





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Baldwin Group Southwest LLC
2255 Ridge Rd, Ste 333
Rockwall TX 75087

License#: BR-1796913
BCHENDE-02

CONTACT
NAME: Kara Burris
PHONE (A/C, No, Ext): 972-771-4071
FAX (A/C, No): 972-771-4695
E-MAIL ADDRESS: kara.burris@baldwin.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Berkley National Insurance Com	38911
INSURER B :	Berkley Regional Insurance Co	29580
INSURER C :	Texas Mutual Insurance Company	22945
INSURER D :	AXIS Surplus Insurance Company	26620
INSURER E :	Continental Casualty Company	20443
INSURER F :		

INSURED
B.C. Henderson Construction, Inc.
3241 RS County Road 1495
Emory TX 75440

COVERAGES

CERTIFICATE NUMBER: 1456101445

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		EGL0058489 12	6/9/2026	6/9/2027	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ECA3172176 12	6/9/2026	6/9/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		EUL0058490 12	6/9/2026	6/9/2027	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N N/A	0001197716	1/20/2026	1/20/2027	☒ PER STATUTE ☐ OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Pollution Liability		CP004886-05-2026	4/26/2026	4/26/2027	Each Claim	\$5,000,000
E	Contractor's Equipment		6078763837	6/9/2026	6/9/2027	Leased/Rented Equip	\$80,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, Business Auto Liability and Pollution Liability policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

General Liability and Pollution Liability policies contain an endorsement with "Primary and Noncontributory" wording.

General Liability, Business Auto Liability, Pollution Liability and Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

CERTIFICATE HOLDER

Rains County
220 W Quitman St
Emory TX 75440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY The Baldwin Group Southwest LLC		NAMED INSURED B.C. Henderson Construction, Inc. 3241 RS County Road 1495 Emory TX 75440
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella overlays the General Liability, Business Auto Liability and Employers Liability policies.

*ALWAYS REFER TO THE POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.



CONTRACT CUSTOMER REFERENCES

VAN ZANDT COUNTY

121 EAST DALLAS, SUITE 101

CANTON, TX 75103

BEN MIRAGLIA, AUDITOR

auditor@vanzandtcounty.org

903-567-2171

KAUFMAN COUNTY

3001 S WASHINGTON

KAUFMAN, TX 75142

LORENA DIAZ, PURCHASING

lorena.diaz@kaufmancounty.net

469-376-4548

CITY OF EDGEWOOD

PO BOX 377

EDGEWOOD, TX 75117

PETRA MARLEY, CITY ADMINISTRATOR

cityadministrator@edgewoodtexas.org

903-896-4448

441 FM 1395
EDGEWOOD, TEXAS 75117

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and and/or all commodities upon which prices are extended at the price offered, and upon which prices are contained in the specifications of the INVITATION FOR BID. The period of acceptance of this bid will be 6 calendar days from the date of the bid opening.

STATE OF Texas

COUNTY OF Van Zandt

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bree Woodrum

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

"I, Bree Woodrum am a duly authorized officer/agent for Woodrum Construction, LLC and have been duly authorized to execute the foregoing on behalf of said Company.

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 services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Woodrum Construction, LLC
441 FM 1395
Edgewood, TX 75117

Phone#: 903-896-4350 Fax #: N/A

By: Bree Woodrum Title: Vice President

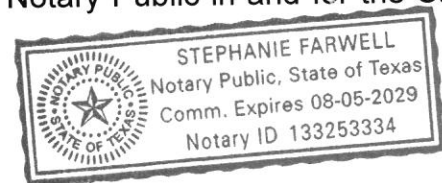
Signature: Bell Woodrum SUBSCRIBED AND

SWORN to before me by the above-named Bree Woodrum

on this the 22nd day of June, 2026 Notary Public in and for the State of California

Texas

Stephen Fauré



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

WOODRUM CONSTRUCTION, LLC

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NO CONFLICT OF INTEREST

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

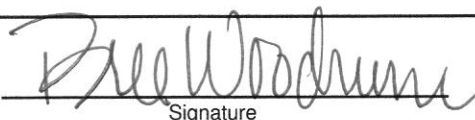
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 BREE WOODRUM

Name of signatory



Signature

6/22/2026

Date

CERTIFICATE OF LIABILITY INSURANCE

06/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cozad Insurance Group 617 Chase Dr. Tyler TX 75701	CONTACT NAME: Scott Arnold PHONE (A/C, No, Ext): (903) 561-0181 FAX (A/C, No): (903) 561-1085 E-MAIL ADDRESS: scott@cozadins.com														
INSURED Woodrum Construction LLC 441 Fm 1395 Edgewood TX 75117	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Acuity Heritage Insurance</td> <td>14184</td> </tr> <tr> <td>INSURER B: Progressive County Mutual</td> <td>29203</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D: Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity Heritage Insurance	14184	INSURER B: Progressive County Mutual	29203	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Ohio Casualty Insurance Co	24074	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL266910526 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒	COMMERCIAL GENERAL LIABILITY			FE8955	06/06/2026	06/06/2027	EACH OCCURRENCE	\$ 1,000,000			
	☐	CLAIMS-MADE	☒	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000			
	☐							MED EXP (Any one person)	\$ 10,000			
	☐							PERSONAL & ADV INJURY	\$ 1,000,000			
	☐							GENERAL AGGREGATE	\$ 3,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000			
	☒	POLICY	☐	PRO-JECT	☐	LOC		Cyber Liability	\$ 50,000			
	OTHER:							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
B		AUTOMOBILE LIABILITY			982120091	06/06/2026	06/06/2027	BODILY INJURY (Per person)	\$			
	☐	ANY AUTO						BODILY INJURY (Per accident)	\$			
	☐	OWNED AUTOS ONLY	☒	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$			
	☒	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				Uninsured motorist	\$ 1,000,000			
	☐		☐									
		UMBRELLA LIAB						EACH OCCURRENCE	\$			
		EXCESS LIAB						AGGREGATE	\$			
		DED		RETENTION \$					\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				0002093560	06/06/2026	06/06/2027	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N							E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		☒ N	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
D	Leased/Rented Equipment				BMO57602546	11/01/2025	11/01/2026	Aggregate Limit	250,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

10255 - Building Material Dealers Other Than Secondhand Material

95410 - Grading Of Land

All policies listed provide automatic additional insured and waiver of subrogation status when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Rains County
 167 E Quitman Street
 Suite 102
 Emory TX 75440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Arnold



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 6/22/2026

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Haul only Lester Pit	TON	\$17.75	\$17.75	N/A	
Haul only KK Haul - Greenville	TON	\$17.75	\$17.75	N/A	
Haul only Arcosa Pits	TON	\$22.25	\$22.25	N/A	

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

I hereby certify that this bid is authorized by the firm I represent and was made without collusion with any bidder or prospective bidder.

Name: Bree Woodrum Signature: Bree Woodrum

Date: 6-22-2026 Phone #: 903-896-4350

Company Name and Address: Woodrum Construction, LLC

441 FM 1395

Edgewood, TX 75117



BID SHEET FOR RAINS COUNTY

Please enter the products/materials or services you are willing to supply to Rains County by entering a bid based price in the appropriate space below.

Rack Price date as of: 6/22/26

Describe - Product Or Services	Unit of Measure: Ton, Barrel, Etc.	Delivered to Yard Price	Delivered to Road Price	Pick Up Price	
Haul only Tyler Rail	TON	\$22.50	\$22.50	N/A	
Haul only Big City Forest	TON	\$23.75	\$23.75	N/A	
N/A					

If additional space is needed for Product or Services; please add additional sheet with this one.

Materials will be delivered upon receipt of order from the county, and the delivery location will be designated on each order from the county.

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Name: Bree Woodrum Signature: Bree Woodrum

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Company Name and Address: Woodrum Construction, LLC
441 FM 1395
Edgewood, TX 75117