

HARRISON COUNTY, TEXAS

BID SPECIFICATIONS CORRUGATED STEEL PIPE FOR HARRISON COUNTY

Bid #2023-09
For: Corrugated Steel Pipe
Bid opens date/time: April 26, 2023 @ 9:30 AM

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Harrison County.

Sealed bids shall be submitted no later than:

Date/Time: April 26, 2023 @ 9:30 AM
Mark Envelope: Bid #2023-09 Corrugated Steel Pipe

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. The Purchasing Agent reserves the right to waive simple informalities in this Invitation to Bid.

Harrison 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 award of the contract. **Bids will be opened in the County Purchasing Department, 1st Floor, Room 107, Harrison County Courthouse, Marshall, Texas. You are invited to attend.**

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Harrison County is aware of the time and effort expended in preparing and submitting bids to the County. Please let the Purchasing Agent know of any bid requirements, which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. **To obtain results, or if you have any questions, please contact Sadie Harkins, Purchasing Agent at 903.935.8412.**

Harrison County Purchasing Department

Important Notice! The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Harrison County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

Harrison County employees may not accept any gifts from vendors. Please do not offer or provide gifts or favors to Harrison County employees or to County offices.

Conflict of Interest Disclosure

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Harrison County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense. You can read this law at: [http://www.capitol.state.tx.us/cgi-bin/tlo/textframe.cmd?LEG=79&SESS=R&CHAMBER=H&BILLTYPE=B&BILLSUFFIX=00914&VERSION=5&TYPE=B](http://www.capitol.state.tx.us/cgi-bin/tlo/textframe.cmd?LEG=79&SESS=R&CHAMBER=H&BILLTYPE=B&BILLSUFFIX=00914&VE RSION=5&TYPE=B)

The form can be found through the **Purchasing** link on the Harrison County Home Page: <http://www.co.harrison.tx.us>, or at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

GENERAL REQUIREMENTS

Vendor Instructions:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN. Be sure your bid package is complete.

Governing Law

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Harrison County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Bid Form Completion

Bid must be submitted on forms provided in sealed envelopes marked "2023-09 Corrugated Steel Pipe". An authorized representative of the bidder should sign the Bid Sheets.

Bid Returns

Bidders must return all completed bids to the Harrison County Purchasing Department, 200 West Houston St 1st Floor, Room 107, Marshall, Texas 75670 by the time and date set forth in these bid documents. Bids received after the date and time above will be returned unopened. Fax transmittals are not acceptable.

Late Bids

Bids received in the County Purchasing Agent's Office after the submission deadline will be considered void and unacceptable. Harrison County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Purchasing Agent's Office shall be the official time of receipt unless otherwise authorized by the Purchasing Agent.

Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harrison County's interpretation shall govern.

Addendum

When specifications are revised, the Harrison County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the return bid package. Any interpretations, corrections or changes to this bid will be made by written addenda. Sole issuing authority of addenda shall be vested in the Harrison County Purchasing Agent and shall be delivered to prospective bidders solely through the Harrison County Purchasing Agent. Addenda will be mailed, faxed or e-mailed to all that are known to have received a copy of this bid.

Hold Harmless Agreement

Contractors shall indemnify and hold Harrison County harmless from all claims for personal injury; death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractors' performance. Contractors shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractors' liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harrison County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

Taxes

Harrison County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harrison County claims exemption from all sales and/or use taxes under Chapter 20, Title 122A, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harrison County Purchasing Department.

Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

Pricing

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there is any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **must** indicate the items required and attendant costs or forfeit the right to payment for such items. Bidder should show both the unit price and total amount, where required, of each item listed. In the event of an error or discrepancy in the mathematics, the unit price shall prevail.

Silence of Specifications

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Supplemental Materials

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the return bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

Material Safety Data Sheets

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, **with each delivery**, material safety data sheets, which are applicable to

hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harrison County Purchasing Agent and recommendation to Harrison County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Harrison County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

Inspections

Harrison County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform; the County can reject the bid as inadequate.

Testing

Harrison County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

Disqualification of Bidder

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Harrison County certifies that the bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If a bidder submits multiple bids and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Award

Harrison County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards by line item to more than one bidder, or to one successful bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

Amendment to Harrison County Purchasing Policy, Signed and Dated 13 day of November, 2017 is as follows:

All advertised requests for sealed bids or request for proposals are regulated by Harrison County general requirements and specifications and will apply; nonetheless, these requirements/specifications may be superseded, whole or in part by the instruction/terms of a contract.

Requests for bid/proposal is governed by the competitive bidding requirement of the County Purchasing Act, Texas Local Government Code, Section 262.031.

Harrison County reserves the right to award a contract/proposal on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any bid informalities, and to award to the bidder or bidders making the offer most beneficial to the county and to reject any or all bids.

However, Harrison County reserves the right pursuant to Section 271.905 Local Government Code that the Commissioners Court may decline the lowest bid and to award a contract to a local Bidder whose price is within three (3%) per cent of the lowest bid.

Assignment

The successful vendor may not assign, subcontract, sell or otherwise transfer this contract without written permission of Harrison County Commissioners' Court.

Term Contracts

If the contract is intended to cover a specific time period, said time would be given in the specifications under **Scope**. If during the life of the contract bidders' net price to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed the benefits of such reduction shall be extended to Harrison County.

Title Transfer

Title and Risk of Loss of goods shall not pass to Harrison County until Harrison County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Deliver to:" address.

Warranties

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event product does not conform to OSHA Standards, where applicable, Harrison County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Harrison County may correct at the bidder's expense.

Purchase Order and Delivery

The successful bidder shall not deliver products or provide services without a valid Harrison County Purchase Order. The bidder in the proper place on the bid sheet shall indicate the fastest, most reasonable delivery time. Any special information concerning delivery should also be included. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Non-conformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harrison County without prejudice to other remedies provided by law. Where delivery times are critical, Harrison County reserves the right to award accordingly.

Contract Extensions

Extensions may be made **only** by written agreement between Harrison County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

Invoices and Payments

Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the **Harrison County Purchasing Agent's Office, PO Box 2035, Marshall, Texas 75671-2035**. Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.031. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Items supplied under this contract will 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 no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Termination

Harrison County reserves the right to terminate the contract for default if bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Harrison County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Harrison County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) day's written notice to either party unless otherwise specified. Harrison County reserves the right to award a canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Harrison County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

Patents/Copyrights

The successful bidder agrees to protect Harrison County from claims involving infringements of patents and/or copyrights.

Americans with Disabilities Act

Bidders shall comply with the Americans with Disabilities Act of 1990 (ADA).

Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

VENDORS OWING TAXES

Pursuant to TX Local Government Code 262.0376, Harrison County Commissioners Court has adopted a policy, which requires that vendors' taxes be current as of the date bids/Sealed Bids are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Prior to submitting a bid, vendors are encouraged to visit the Tax Office, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Harrison County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after February 14, 2006.

The following information applies ONLY to an awarded Bidder/Respondent

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Harrison County Purchasing Agent, the completed Form 1295 **must** be submitted to Harrison County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Harrison County contract.

Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800

By Signing on the "Compliance Page"

Your firm agrees to adhere to HB 1295 referenced above.

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Harrison County Purchasing Agent. Failure to do so may result in termination this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide Harrison County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____ **X**

This Form must be SIGNED.

The Original with Original Signature and Two (2) Copies must be returned with Bid

NOTICE INSURANCE SECTION

Please Read Carefully

Workers' Compensation Coverage

Rule 110.110 was adopted by the Texas Workers' Compensation Commission under the Texas Labor Code, Section 403.061, and provides specific requirements for government entities to follow when soliciting bids on public works contracts. All persons providing services on a building or construction project for a government entity must be covered by Workers' Compensation Coverage. The governmental entity is required to obtain certificates of coverage and retain them for the duration of the project plus three years. The rule requires specific language to be included in all bid specifications and in contracts awarded by a governmental entity.

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$ 500,000 per occurrence and \$ 1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employers liability coverage at minimum limits of \$ 500,000 per occurrence each accident/ \$ 500,000 by disease per occurrence/ \$ 500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$ 1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Harrison County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Harrison County, Texas.

Harrison County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Harrison County, Texas through its Purchasing Agent, Sadie Harkins, PO Box 2035, Marshall, Texas 75671, thirty (30) days written notice of same.

**HARRISON COUNTY
NOTICE TO BIDDERS
BID NUMBER 2023-09**

**SPECIAL REQUIREMENTS FOR CORRUGATED STEEL PIPE
FOR HARRISON COUNTY**

The following requirements and specifications supersede General Requirements where applicable. Any questions or comments should be forwarded to the Purchasing Agent at 903.935.8412. Please reference bid number 2023-09.

Scope

The intended use/purpose for this Invitation for Bid is to describe the minimum requirements required by Harrison County for Corrugated Steel Pipe. These pipes will be used at various locations throughout Harrison County at the discretion of the County.

Term

Provide for a contract commencing on May 9, 2023 and ending April 30, 2024 with the option to renew for two (2) additional years contingent upon agreement by both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Funding

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

Price Reduction

If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

Contract

This bid, when properly accepted by Harrison County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Harrison County. No different or additional terms will become a part of this contract with the exception of change orders approved by the Purchasing Agent.

Change Orders

No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the resulting contract. The County Purchasing Agent will deliver all change orders to the contract, in writing.

Delivery

Bid price must include all costs, freight, FOB destination and delivery to Harrison County Road and Bridge Department. Delivery must be on a weekday, Monday through Friday between 7 am and 3 pm.

Ethics

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

Exceptions/Substitutions

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

Bids must comply with all Federal, State, County and local laws concerning these type purchases.

Minimum Standards for Responsible Prospective Bidder

A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

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

Harrison County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed.

Notice

Any notice provided by this quote (or required by law) to be given to the successful bidder by Harrison County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Marshall, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Venue

This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Harrison County, Texas.

Specifications/Minimum Requirements for Corrugated Steel Pipe:

All culverts to be corrugated steel pipe and meet or exceed current Texas Highway Department Specifications for Corrugated Galvanized Metal Pipe Culverts. Steel Pipe Culverts shall be made from Zinc coated iron or steel sheets, which shall conform to ASTM designation A 444 and/or AASHTO M218. Strength requirements shall exceed HS 20 loading with backfill less than five (5) feet from top of steel pipe culvert.

36"	16 Gauge	2 2/3" x 1/2"
48"	16 Gauge	3" x 1"
60"	16 Gauge	3" x 1"
72"	16 Gauge	3" x 1"
84"	14 Gauge	3" x 1"

Arched

66"	12 Gauge	3" x 1"
84"	12 Gauge	3" x 1"

All pipe 24 inches in diameter and larger shall be coated with one of the following:

All pipe 24 inches in diameter and larger shall have a polymer coating with a minimum 10-mil thickness on the interior and exterior. All pipe supplied shall be in accordance with AASHTO M245 and AASHTO M246 specifications or aluminized steel coating Type 2 equal to AASHTO M274 and AASHTO M197 specifications. All pipes shall be manufactured and supplied in one continuous piece up to forty (40') in length.

All pipes are subject to inspection and testing for compliance with specifications.

Delivery tickets must accompany all shipments and material to be arranged on truck for ease of inventory before unloading.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Harrison County to cancel any contract of Purchase Order based on these specifications.

Harrison County
Bid # 2023-09 Corrugated Steel Pipe
Bidders Response Form

Harrison County is requesting sealed bids for Corrugated Steel Pipes as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate. Having read and understood the attached instructions, specifications, terms and conditions, we submit the following sealed bid:

Corrugated Steel Pipe Culverts- Polymer Coated				
Quantity	Description of Item	Unit of Measure	Price Per Unit	Total of Items
130	36 inch Corrugated Steel Pipe Culvert	LF 16 Gauge 2 2/3 " x 1/2"	\$ _____	\$ _____
60	48 inch Corrugated Steel Pipe Culvert	LF 16 Gauge 3" x 1"	\$ _____	\$ _____
40	60 inch Corrugated Steel Pipe Culvert	LF 16 Gauge 3" x 1"	\$ _____	\$ _____
120	72 inch Corrugated Steel Pipe Culvert	LF 16 Gauge 3" x 1"	\$ _____	\$ _____
200	84 inch Corrugated Steel Pipe Culvert	LF 14 Gauge 3" x 1"	\$ _____	\$ _____
85	66 inch ARCHED Corrugated Steel Pipe Culvert	LF 12 Gauge 3" x 1"	\$ _____	\$ _____
80	84 inch ARCHED Corrugated Steel Pipe Culvert	LF 12 Gauge 3" x 1"	\$ _____	\$ _____
			TOTAL BID:	\$ _____

Guaranteed delivery to the designated Job-Site, no later than _____ days after receiving order.

 Firm Submitting Bid Federal ID Number

 Address

 City, State, Zip

 Name and Title of Individual Submitting Bid

 Telephone Number Fax Number Email Address

 Signature of Authorized Representative

**Harrison County
Statement of “No BID”**

*** Do not return this page if you are submitting a Sealed Bid***

We understand that if a “Statement of No Bid” is not executed and returned, our name will be deleted from the list of qualified bidders for future quotes.

We, the undersigned have: (please mark all that apply)

_____ Decline to bid on your bid # 2023-09

_____ We do not offer this product

_____ We are unable to meet specifications

_____ Unable to meet bond requirements

_____ Keep us on your bid list for future bids (list what your company is interested in)

_____ Remove our name from your bid list

Company Contact Person

Address City, State, Zip

Phone Fax Email Address