The County Of Harrison
State of Texas

Bid # 2020-02
For: Seal Coat
Bid opens date/time: June 3, 2020 @ 10 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: June 3, 2020 @ 10 am
Mark Envelope: Bid-2020-02 Seal Coat

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. Harrison County 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 Purchasing Department, 200 West Houston Street, 1st Floor, Room 107, 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Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person.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 After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.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 us know of any bid requirements that 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
Kendl Russell, Harrison County Purchasing Agent at 903.935.8412.

The County Of Harrison
State of Texas

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

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.

The following information applies ONLY to an awarded Bidder/Respondent

The County Of Harrison
State of Texas

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.

The County Of Harrison
State of Texas

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILTY

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

The County Of Harrison
State of Texas

Harrison County
Bid # 2020-02 Seal Coat
Instructions/Terms of Contract

By order of the Commissioners Court of Harrison County, Texas, sealed bids will be accepted for:

Seal Coat

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

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.

The County Of Harrison
State of Texas

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked: Bid # 2020-02 Seal Coat

BIDS SHOULD BE DELIVERED TO the following address
Wednesday, June 3, 2020, not later than 10:00am.

Harrison County Purchasing Department
200 West Houston Street
1st Floor, Room 107
Marshall, Texas 75670

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Purchasing Agent's Office before the opening date and time.

The County Of Harrison
State of Texas

Harrison County
Bid # 2020-02 Seal Coat

GENERAL REQUIREMENTS FOR SEALED BIDS

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 requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA
When specifications are revised, the Harrison County Purchasing Agent will issue an addendum addressing the nature of the change. Bidders must **sign it and include it in the returned bid package.**

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

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 to more than one bidder, to reject any or all Sealed 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 after officially notifying the Office of the Purchasing Agent of his intent to appear.

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.
BONDS
If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or Cashier's Checks are not acceptable.

CONTRACT OBLIGATION
Harrison County Commissioners Court must award the contract and the County Judge or other person authorized by the Harrison County Commissioners Court must sign the contract before it becomes binding on Harrison County or the bidder. Department heads are NOT authorized to sign agreements for Harrison County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS
Renewals 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.

DISQUALIFICATION OF BIDDER
Upon signing this bid document, an 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 §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Sealed Bids may be rejected if the County believes that collusion exists among the Bidders. Sealed Bids in which the prices are obviously unbalanced may be rejected. If multiple Sealed Bids are submitted by a bidder and after the Sealed Bids are opened, one of the Sealed Bids is withdrawn, the result will be that all of the Sealed Bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for different products or services.

FISCAL FUNDING
A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to Harrison County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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.

GOVERNING LAW
This request for bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further 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.

HOLD HARMLESS AGREEMENT
The successful bidder shall indemnify and hold Harrison County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING
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.

INVOICES AND PAYMENTS
Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harrison County Treasurer's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

MAINTENANCE
Maintenance required for equipment proposed should be available in Harrison County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Harrison County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS
Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to the County 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.

PRICING
Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION
Fill out and return to Purchasing, ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS
Bidders must return all completed Sealed Bids to the office of the Harrison County Purchasing Agent, 200 West Houston St., 1st Floor, Room 107, Marshall, Texas **before 10:00 A.M. LOCAL TIME IN MARSHALL, TEXAS** on the date specified. **Late Sealed Bids will not be accepted**.

PURCHASE ORDER AND DELIVERY
The successful bidder shall not deliver products or provide services without a Harrison County Purchase Order, signed by an authorized agent of the Harrison County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance 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**.

SCANNED OR RE-TYPED RESPONSE

If in its response, bidder either electronically scans, re-types, or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by bidder, the County's bid package ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

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.

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 proposed.

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 returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

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 Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harrison County Purchasing Agent.

TERM CONTRACTS
If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION
Harrison County reserves the right to terminate the contract for default if Seller breaches 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 services 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. Harrison County may terminate the contract without cause upon thirty- (30) days written notice. Harrison County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING
Harrison County reserves the right to test equipment, supplies, material and goods proposed 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 offer is subject to rejection.

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.

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 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.

VENDORS OWING TAXES

Pursuant to TX Local Government Code 262.0276, 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 County Of Harrison
State of Texas

Bid # 2020-02 Seal Coat
Instructions/Terms of Contract

Harrison County is requesting bids on Seal Coat. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

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.

Altering Bids: Bids cannot be altered or amended after the submission deadline.

Sales Tax: Harrison County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

Contract: Bids, when properly accepted by Harrison County, 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 Commissioner's Court.

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. All change orders to the contract will be delivered in writing by the County Purchasing Agent, upon approval of the same by the Commissioner's Court.

Conflict of Interest: No public official shall have interest in this contract, In accordance with *Vernon's Texas Codes Annotated, Local Government Code*, Title 5, Subtitle C, Chapter 171.

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.

Harrison County

The County Of Harrison
State of Texas

Bid # 2020-02 Seal Coat
Instructions/Terms of Contract

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Harrison County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Harrison County Commissioners 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.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by written addenda. Sole issuing authority of addenda shall be vested in the Harrison County Commissioners Court and shall be delivered to prospective bidders solely through the Harrison County Purchasing Agent. Addenda will be mailed to all that are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

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

Minimum Standards for Responsible Prospective Bidders: 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 award.

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

Harrison County

The County Of Harrison
State of Texas

Bid # 2020-02 Seal Coat
Instructions/Terms of Contract

Bidder Shall Provide, with its bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

Successful Bidder Shall defend, Indemnify and hold harmless Harrison County and all its officers, officials, agents and employees from all suits, damages, costs (including but not limited to all defense costs), 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 conduct 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 hold harmless Harrison County from liability, claim or demand on their part, and its officers, officials, agents, servants, customers and/or employees whether such liability, claim or demand arise from or occur upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises is located. Successful bidder shall pay any judgment costs that may be obtained against Harrison County growing out of such injury or damages, as well as all costs of courts and reasonable attorney's fees, and all costs of defense.

Harrison County

The County Of Harrison
State of Texas

Bid # 2020-02 Seal Coat
Instructions/Terms of Contract

NOTICE INSURANCE SECTION

Please Read Carefully

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, Kendl Russell, PO Box 2025, Marshall, Texas 75671, thirty (30) days written notice of same.

The County Of Harrison
State of Texas

Instructions/Terms of Contract

Termination of Contract: The contract entered into upon the award of bids shall remain in effect until contract expires, delivery and acceptance of products and/or performance or services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. Harrison County reserves the option to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

Termination for Default: Harrison 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. Harrison County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (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.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Harrison County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Harrison County Purchase Order, as herein required, shall be considered sufficient cause for Harrison County to deny payment of said claim. Harrison County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: 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 2025, Marshall, Texas 75671-2025.

The County Of Harrison
State of Texas

Instructions/Terms of Contract

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. 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.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

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.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Harrison 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 the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Any questions concerning this *Invitation to Bid* and *Specifications* should be directed to Kendl Russell, Harrison County Purchasing Agent at 903.935.8412.

Harrison County
Bid # 2020-02 Seal Coat
Specifications/Bidders Response Form

The County Of Harrison
State of Texas

Scope:

It is the declared and acknowledged intention and meaning of this contract documents to provide Seal Coat, for various county roads in Harrison County. All work to be performed in a professional manner and all materials furnished in strict conformity with the contractor documents.

Bidding And Award Of Contract:

Harrison County reserves the right to reject any or all bids, to increase or decrease the quantities, to change the proposed locations and to reject materials or methods not meeting specifications.

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.

Warranty Period:

The contractor will be required to replace at his expense any seal coat which proves defective by excessive loss of surface aggregates within twelve (12) months following application. The rate of application or type of asphalt and aggregate will not alter the contractors' responsibility during the twelve (12) month warranty period.

Measurement and Payment:

Seal Coat will be measured by the square yard of pavement in place and paid for by the unit price bid which shall be full compensation for all asphalt, aggregate and sand; for cleaning and sprinkling the existing surface; for all rolling and brooming; for all freight involved; and for all manipulations, labor, tools, equipment and incidentals necessary to complete all work involved in the seal coat work as noted in these specifications.

The County Of Harrison
State of Texas

Harrison County
Bid # 2020-02 Seal Coat
Specifications/Bidders Response

Specifications/Minimum Requirements for Asphalt:

Asphaltic material shall be applied on clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity selected, evenly and smoothly, under a pressure necessary for proper distribution. The contractor shall provide all necessary facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

The type asphalt for Seal Coat will be AC-20-5TR applied at a minimum rate of 0.37 gallons per square yard. **NOTE: Application rates may vary depending upon the severity of each road. Each road shall be analyzed by the Road Administrator and Contractor and all application rates shall be documented and signed by both parties prior to any work being performed.** No asphaltic material will be placed until immediate covering with aggregate is assured and the Road Administrator has been notified twenty-four (24) hours prior to application. Copies of strapping papers and transport tickets must be provided at the job-site.

Specifications/Minimum Requirements For Aggregate:

Aggregate shall be immediately and uniformly applied and spread. The entire surface shall be broomed, bladed or raked as required by the Road Administrator and shall be thoroughly rolled with final brooming the day after the final application.

Excess aggregate will be removed from the completed surface as directed by the Road Administrator. The aggregate will be Type PB, Grade 4. Meeting or exceeding Texas Highway Department 2004 standard specifications. The contractor will be responsible for the proper aggregate rate, but a maximum of one hundred (100) square yards per cubic yard will be used.

The contractor will be responsible for the maintenance of the surface for one (1) year after the work is accepted by the Road Administrator. All holes or failures in the seal coat surface will be repaired by the use of additional asphalt and aggregate and all fat or bleeding surface shall be covered with approved cover material in such a manner that the asphaltic material will not adhere to or be picked up on the wheels of vehicles.

The County Of Harrison
State of Texas

General Notes:

No Asphaltic materials will be placed between August 31st and April 30th unless specifically authorized or directed by the Road Administrator.

The Contractor will be required to furnish adequate flagmen, signs, etc., required to safely handle traffic either across or along the proposed work during construction. The requirements of the Davis-Bacon related Acts will be met on this project.

The County Of Harrison
State of Texas

Harrison County
Bid # 2020-02 Seal Coat
Specifications/Bidders Response Form

Harrison County is requesting bids for Seal Coat as described in this bid packet. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an **estimate**.

PCT. # 1	Pct. #	Length	Average Width	Sq. Yards
1. #3009/ Grangeway	1	0.600	25 ft.	8,800
From TX-43				
2. #1103/Web Rogers Rd	1	3.100	24 ft.	43,648
Begin at FM 2625 going North				
3. #1009/Buck Sherrod Rd N	1	.850	25 ft.	12,467
Begin 0.85 mile N of Frontage Rd				
		4.550		**64,915**

PCT. #2	Pct. #	Length	Average Width	Sq. Yards
1. #2601/Jay St	2	0.447	19 ft.	4,983
Entire Road				
2. #2219/ Jay St Cutoff	2	0.122	18 ft.	1,288
Entire Road				
3. #2219/Byrd Circle	2	0.360	22 ft.	4,646
Entire Road				
		0.929		**10,917**

Precincts 3 & 4 continued on next page

The County Of Harrison
State of Texas

Harrison County
Bid # 2020-02 Seal Coat
Specifications/Bidders Response Form

Harrison County is requesting bids for Seal Coat as described in this bid packet. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an **estimate**.

PCT. #3	Pct. #	Length	Average Width	Sq. Yards
1. #3801/Buchanan Rd	3	0.725	20 ft.	8,507
From Young Rd going N				
2. #3539/Gayle Ln	3	0.297	19 ft.	3,604
Entire road				
3. #3536/Terese	3	0.342	19 ft.	3,812
Entire road				
4. #3540/Michelle	3	0.366	19 ft.	4,080
Entire road				
5. #3538/Megan Circle	3	0.085	19 ft.	1,259
Entire road				
6. #3541/Kelly Court	3	0.167	19 ft.	2,155
Begin at Maple Springs Rd				
7. #3560/Stan Summers Rd	3	0.700	18 ft.	7,392
Begin at Maple Springs Rd				
8. #3425/Cain Cemetery Rd	3	0.430	20 ft.	5,045
Entire road				
		3.112		**35,854**

Pct. # 4	Pct #	Length	Average Width	Sq. Yards
1. #4501/Davidson Rd	4	2.000	22 ft.	25,813
Start at 450 going South				
		2.00		**25,813**

Total Project Mileage **10.591**

Total Square Yards **137,499**

The County Of Harrison
State of Texas

Harrison County
Bid # 2020-02 Seal Coat
Specifications/Bidders Response Form

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

Quantity	Unit	Description	Cost per Unit	Total Cost
137,499	S.Y.	Seal Coat	$_____	$_____

Guaranteed delivery to the Harrison County Job-Site as requested by the Road & Bridge Department, 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 E-mail Address

_____
Signature of Authorized Representative

The County Of Harrison
State of Texas

Harrison County
Statement of "No Bid"
BID # 2020-02 Seal Coat
*** Do Not Return This Page If You Are Bidding***

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 bids. **Please write "No Bid" on the outside of return envelope.**

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

_____ Decline to bid on your bid #_____

_____ We do not offer this product

_____ We are unable to meet specifications

_____ Unable to meet bond requirements

_____ Please keep us on your bid list for future bids

_____ Please remove our name from your bid list

_____

Company Contact Person

_____

Address City, State, Zip

_____

Phone Fax E-Mail