

BY ORDER OF the Commissioners' Court of Jackson County, Texas, sealed bids will be received for:

**ROAD MATERIALS  
SEAL COATING ANNUAL SUPPLY CONTRACT**

SUBMISSION OF BIDS: Sealed bid shall be submitted to: Michelle Darilek, County Auditor, 411 N. Wells St., Room 201, Edna, Texas 77957. **Deadline for bid submission is:**

**November 29, 2023 at 2:00 PM**

Sealed envelope containing bid should be marked:

**BID FOR SEAL COATING**

This INVITATION FOR BID and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for Jackson County.

All bids MUST be received in the Jackson County Auditor's Office BEFORE the opening date and time. Jackson 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 opened and shall be considered void and unacceptable. Opening is scheduled to be held in the County Auditor's office, 411 N. Wells St., Room 201, Edna, Texas.

**DEFINITIONS**

In order to simplify the language throughout this bid, the following definitions shall apply:

- a. COMMISSIONERS' COURT – The elected officials of Jackson County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
- b. CONTRACT – An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
- c. VENDOR – The successful Bidder(s) of this bid request.
- d. COUNTY – The government of Jackson County, Texas and its authorized representative.
- e. SUB-CONTRACTOR – Any Vendor hired by the Bidder to furnish materials and services specified in this bid request.
- f. SUPPLIER – Same as Bidder.

**SCOPE OF BID**

Jackson County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID."

Bids are solicited for furnishing the merchandise, supplies, services, and/or equipment set forth in this bid request for a period beginning the date of the contract award until the next award which should be in approximately twelve (12) months (January 2025) in accordance with the following Conditions of Bidding.

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to Jackson County, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so.

## **GENERAL CONDITIONS**

1. Bids will be accepted from suppliers wishing to furnish road materials for calendar year 2022. Bids must be submitted on the bid form included in this package. Bids must be sealed and clearly marked “**Seal Coating**” on outside of the envelope with bidder’s name and return address prominently displayed. This bid shall be on a unit method as allowed under 262.028 of the Local Government Code. All material must conform to specifications.
2. Bids must be received by the Jackson County Auditor’s Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.
3. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.
4. The County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. The County reserves the right to reject any bid that does not fully respond to each specified item.
6. Bidder must include Vendor Tax Identification Number for the bid to be valid.
7. The County may cancel this contract at any time for any reason, provided a (30) thirty-day written notice is given.
8. It is the Bidder’s sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The **Affidavit (Exhibit A)** must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification Number and signed by an authorized representative of the firm. Failure to provide signature on the Affidavit Form renders bid non-responsive.
9. All bidders must complete the “**Conflict of Interest Questionnaire**”. (**Form CIQ, Exhibit B**) Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. The completed conflict of interest questionnaire must be turned in with your bid proposal to the Auditor’s office.

**Any questions can be directed to the Texas Ethics Commission in Austin.**

10. Jackson County Commissioners’ Court will not consider for action any contract with a business entity unless the business entity submits a Certificate of Interested Parties (Form 1295). A business entity will generate Form 1295 online **AFTER** notification of award on the bid. The Texas Ethics Commission promulgated rules to implement the law and established an online portal at <https://www.ethics.state.tx.us/filinginfo/1295> . The successful bidder must complete the form and submit the signed and notarized form before the contract is executed. Visit [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.  
**Contract number is xxxxx. (issued once bid awards are confirmed)**

11. The successful bidder should submit itemized invoices with clearly marked remittance copies to the following address or email, unless otherwise directed;

Jackson County Auditor  
411 N. Wells, Room 201  
Edna, TX 77957  
[jcinvoices@co.jackson.tx.us](mailto:jcinvoices@co.jackson.tx.us)

12. Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractor, assignees, or any other party. The county will not be liable for payment of invoices received six (6) months after order completion.

## **TAXES**

1. As a governmental subdivision, Jackson County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties, by law. Jackson County will furnish, upon request, sales tax exemption forms to the bidder that is awarded bid. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the state. Such costs must not be included in bid prices.
2. JACKSON COUNTY TAXES: If the bidder subsequently becomes delinquent in the payment of Jackson County ad valorem taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, Bidder assigns any payments under this contract to the Jackson County Tax Assessor-Collector for the payment of delinquent taxes.

## **BID CONDITIONS AND SPECIFICATIONS**

1. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit price
  - b. Extended price
  - c. Special needs and requirements of The County
  - d. Results of testing samples (if required by The County)
  - e. Delivery
  - f. The County experience with products bid
  - g. Bidder's past performance record with The County.
2. Although the cost of products to be provided is an essential part of the bid, The County is not obligated to award a contract on the sole basis of cost but will award to bidder considered to be the best value to the County.

3. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners' Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
4. Title and risk of Loss of the goods shall not pass to the County until the County actually accepts and takes possession of the goods at the point or points of delivery.
5. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
6. All Materials **MUST BE BID** in Gallons or Tons as Specified.

*"Any County Road"* includes ALL County Roads within that Precinct that are not specifically noted.

Pick-Up prices are for ALL Precincts.

Stockpile Locations:

Precinct #1	97 County Road 117	Edna, Texas 77957
Precinct #2	611 E Heard Street	Ganado, Texas 77962
Precinct #3	4389 FM 1822	Edna, Texas 77957
Precinct #4(A)	12833 Highway 172	LaWard, Texas 77970
Precinct #4(B)	Intersection of St Hwy 35 & FM 1862	LaWard, Texas 77970
Transfer Station & Recycling Center	205 County Road 4141	Ganado, Texas 77962

**If Pump and Hose is required, cost should be included in per gallon price.**

7. **Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions.** Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within reasonable time of the specified delivery in the bid, the entire order or contract may be cancelled and the bidder barred from quoting in future bids. All materials ordered will be delivered to the delivery site designated and within 24 hours from time of order. In the event a contracted vendor is unable to deliver the materials ordered within 24 hours from time of order the County reserves the right to re-order the said material from any other vendor.
8. Bids cannot be altered after receiving. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
9. Bids will not be considered if submitted by telephone, fax, or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned

unopened to the vendor. Bids submitted to any other department other than the Jackson County Auditor's Office will not be accepted.

10. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
11. It is our policy **not to** furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Jackson County website after bid award by Commissioners' Court at:  
<http://www.co.jackson.tx.us/page/jackson.BidNoticesResults>
12. If sample testing is required, The County will perform test through a third party. Bidder will be required to allow the third party access to the facilities in order to acquire samples for testing. Failure to submit requested testing may disqualify bid.
13. Bidder shall observe and comply with all federal, state, and local laws, safety, and health regulations, ordinance, and all regulations which in any manner effect conduct of the work or services being performed.
14. In order to ensure the safety of the public, the Contractor shall coordinate all work or deliveries with the County.
15. Any subcontracting must be approved prior to commencement of the contract by the County.
16. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
17. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents, and accompanied by fully descriptive product literature. If notation of substitution is not made, it is assumed the vendor is bidding the item specified.
18. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only. During the period of the purchase contract, the County will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed. These supplies will only be ordered as needed.
19. In the event the Bidder is unable to furnish any item within a reasonable time after order is placed due to strikes, war, or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.
20. **A fuel adjustment will be allowed to the delivery price only as fluctuations in diesel prices occur** as listed on the Energy Information Administration website, the Official Energy Statistics from the United States Government at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> for Weekly Retail On-Highway Diesel Prices using the Gulf Coast Region. The baseline price will be the price on this site on **October 30, 2023** of **\$4.115** (see attached) rounded to the nearest one-hundredth and  
  
thereafter the index will be adjusted and documented on the **1<sup>st</sup> Monday of the month**, thereafter bids are accepted.
21. The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price and a 4% adjustment on the delivery price for every 20 cents **increase or decrease** from the baseline price will be applied. If the difference is less than 20 cents, no adjustment will be applied.

22. Upon acceptance of a purchase order for any commodity or materials purchased by the County, the vendor agrees to protect the County from any claim involving patent right infringement, copyright infringement, and sales franchise disputes.
23. Bidder understands that the County is a government subject to Texas State and Federal public information statutes. Bidder hereby waives any obligation to the release to the public of any documents submitted in accordance with the bid.

#### **SPECIAL PROVISIONS**

1. Bidder will be required to notify the County in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time the County shall have the right to refuse acceptance of the order.
2. Bidder will be required to deliver to all job sites for Jackson County. Bidder will remain on the job with truck and operator as long as required to completely place load.
3. The County reserves the right to test any materials delivered at the requested site for compliance with specifications. The bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.
4. Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).
5. Any bidder vehicles traveling on County roads will not exceed its legal gross weight.

#### **INSURANCE REQUIREMENTS**

1. The Bidder shall not commence work under this contract until all insurance required of the Bidder by this agreement has been documented with a Certificate of Insurance. Such insurance is to be provided at the expense of the Bidder and shall remain in force until all work under this contract is completed and has been accepted by the County Commissioners'. If for any reason insurance coverage is not kept in force, all deliveries will be stopped until an acceptable Certificate of Insurance is provided to the County. The County Commissioners' should be provided with 30 days advance notice of material changes in coverage or termination of coverage. The County shall be covered as an *additional insured* and must include a *waiver of subrogation* in favor of the County. The bidder shall be responsible for any deductions stated in the policy.
2. The Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements under this contract.
3. Nothing contained in the insurance requirements shall be construed as limiting the extent of Bidder's responsibility for payment of damages resulting from operations under this contract.

4. Any failure of the Bidder to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the Bidder shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the Bidder's insurance and shall not contribute to it.
5. The Bidder must provide confirmation of **Commercial General Liability** insurance from an insurer licensed to do business in Texas that is financially sound. The insurance should be written with limits of a least \$500,000 per occurrence and an aggregate limit of at least \$1,000,000. The insurance must include coverage for bodily injury, property damage, contractual liability, products and completed operations, and personal injury. The Bidder must promptly notify the County Commissioners if the total incurred losses (as determined by the insurer) reaches 50% or more of the aggregate limit.
6. The Bidder, subcontractors and their employees are not to be considered as an "employee" of the County and will not be covered by the County's workers' compensation insurance. The Bidder must provide confirmation of **Workers' Compensation and Employer's Liability** insurance from an insurer that is licensed to do business in Texas. The Workers' Compensation insurance should be written with statutory limits of liability. The Employer's Liability insurance should be written with limits of at least \$500,000 each employee for occupational disease.
7. The Bidder must provide confirmation of **Commercial Automobile Liability** insurance from an insurer that is licensed to do business in Texas. The insurance should be written with bodily injury and property damage limits of at least \$500,000 combined and should apply in regard to any automobile, including owned, non-owned, hired and borrowed automobiles.
8. The Bidder must indemnify, hold harmless and defend the County and its officials and employees for all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description (including attorney's fees) that are presented, brought or recovered against the County and/or its officials and employees which arise out of an occurrence in connection with the services performed under this contract. The County reserves the right to require the Contractor to provide complete, certified copies of all required policies at any time.

#### **MATERIAL SPECIFICATIONS AND REQUIREMENTS**

All materials must meet the Texas Department of Transportation Specifications as of 1993 or later.

#### **Exhibit A** **AFFIDAVIT**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary, or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Texas

Name of Bidder \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Vendor Tax ID \_\_\_\_\_

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED**

The County of Jackson does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

**Exhibit C**  
**County of Jackson, Texas**

BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION



**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Pursuant to 44 CFR Part 13.35, the Bidder/Proposer, hereby affirms that Bidder/Proposer:

***(Please check all that are applicable)***

\_\_\_\_\_ Is **not** excluded from doing business at the federal level.

\_\_\_\_\_ Is **not** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Bidder/Proposer hereby affirms that Bidder/Proposer:

\_\_\_\_\_ Does **not** boycott Israel or invest in companies that boycott Israel

\_\_\_\_\_ Does **not** conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Jackson may not make procurement transactions with SDNs/Blocked Persons, companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent Company  
Name \_\_\_\_\_

Proposer (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Proposer (Print Name) \_\_\_\_\_

Title/Position with Company \_\_\_\_\_

Company Official Authorizing the Offer:

Company Official (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Company Official (Print Name) \_\_\_\_\_

Company Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_