



CORYELL COUNTY
ROAD AND BRIDGE DEPARTMENT
Justin Latham, Road Administrator
3701 US Hwy 84 W, Gatesville, Texas 76528
Phone: (254)865-5021 Fax: (254)865-6729
Email: Justin.Latham@CoryellCounty.Org

INVITATION TO BID

ITEM:	PAVING OIL PRODUCTS
BID NUMBER:	CCRB 2016-04
Date of Opening:	March 24, 2016 @ 9:00 am
Location:	Coryell County Main St. Annex 800 East Main St. Suite A, Gatesville, TX 76528
Date of Award:	March 28, 2016 @ 9:00 am
Location:	Coryell County Commissioners' Courtroom 801 East Leon St., Gatesville, TX 76528

Period of Contract: March 28, 2016 thru January 1, 2017

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the Coryell County Judge's Office, 800 East Main St., Suite A, Gatesville, Tx 76528 by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid category and opening date on the outside of the envelope.*
2. Bids received in the Coryell County Judge's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Coryell County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Coryell County road administrator and the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for

acceptance of this bid proposal will be one hundred and eighty (180) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.

6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to the Coryell County Road & Bridge Department, Road Administrator, 3701 US Hwy 84 W, Gatesville, TX 76528. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Coryell County terms of invoice are net thirty (30) days from statement date.
9. Bidder shall furnish the required materials at the price quoted and will not raise the price for the first one hundred and eighty (180) days of the contract regardless of price increases.
10. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in ninety (90) day increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus one hundred and eighty (180) days.
11. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination of the contract by the County. The County shall not pay for supplies which are unsatisfactory. The County may give Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
12. If quantities are indicated in the bid they are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
13. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, Contractor may elect to terminate this agreement, with no additional liability to the County. County and Contractor agree that termination shall be Contractor's sole remedy under this circumstance.
14. The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price
 - Special needs and requirements of Coryell County
 - Coryell County's evaluation of Contractor's ability
 - Contractor's past performance record with any Texas county

15. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
16. The Contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
17. All insurance requirements, including workers' compensation and liability, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
18. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Coryell County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Coryell County, Texas.
19. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
20. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
21. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**
22. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
23. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

24. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

Justin Latham
Road Administrator



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CONTRACT

STATE OF TEXAS
COUNTY OF CORYELL

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Coryell County Commissioners Court as the governing body of Coryell County did on _____, 20__ award a contract to _____ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Coryell County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.



IN TESTIMONY WHEREOF: Witness our hands at Coryell County, Texas, effective as of the date awarded above, if any.

CONTRACTOR

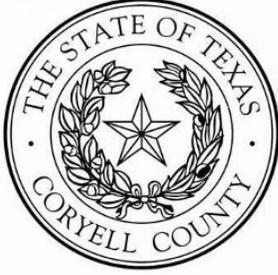
CORYELL COUNTY

BY: _____
AUTHORIZED AGENT

BY _____
County Judge

ATTEST: _____
Coryell County Clerk

****Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.**



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SPECIFICATIONS

1. **Bid Purchase:** The County reserves the right to purchase services and or materials from another supplier if the successful bidder cannot fill an order when needed.
2. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Coryell County Road and Bridge Department as certificate holder, should be provided prior to the beginning of any services being rendered.

Certificate of Insurance Requirements to specify the following limits:

Workers Compensation:	Statutory Limits
Auto Liability:	\$500,000.00 Combined Single Limit
General Liability:	\$500,000.00 Combined Single Limit

3. **Materials:** Purchasing of paving oil products and delivery of paving oil products. Bids will only be accepted on per gallon basis. *(No hourly rate bids will be accepted.)*



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All prices are F.O.B. Coryell County
 Road & Bridge Department - Gatesville, Texas 76528

2016 PAVING OIL PRODUCTS BID PROPOSAL

Asphalts, Oils and Emulsions	\$/gallon OVER 5000 gallons	\$/gallon UNDER 5000 gallons	State Approved Yes or No
MC30			
MC800-TR			

Submitted by:

Company Name: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.



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CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

Contractor/Bidder hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.076 (a) of the Texas Local Government Code, Contractor/Bidder, hereby affirms that Contractor/Bidder:

_____ Does not own taxable property in Coryell County.

_____ Does not owe any ad valorem taxes to Coryell County or is not otherwise indebted to Coryell County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City State Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone Fax E-mail address



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CONFLICT OF INTEREST DISCLOSURE

Beginning January 1, 2006 a new state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Coryell County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Coryell County
- Businesses and individuals who seek to contract with Coryell County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Coryell County.

The forms for reporting are available at http://webdev.ethics.state.tx.us/whatsnew/conflict_forms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Coryell County Clerk by mailing the completed form to:

Coryell County Clerk
620 East Main Street
Gatesville, TX 76528