



Bid# 2023-10

**Seal Coat Project for Lonesome Pine Road
Located in Precinct 1**

Gregg County, Texas

BID DUE DATE:

By 2:30pm Monday, May 15, 2023

*Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601*

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**GREGG COUNTY, TEXAS
INVITATION FOR BIDS**

In accordance with the Laws of the State of the Texas, Gregg County is seeking sealed Bids for a seal coat project for Hamby Road in Precinct 1, Gregg County, Texas.

SEALED BIDS addressed to the Purchasing Agent for Gregg County, Texas must be received in the Purchasing Department at, 101 East Methvin, Suite 205, Longview, Texas 75601 not later than Monday, May 15, 2023 by 2:30 PM for the following:

***Seal Coat Project for Lonesome Pine Road, Located in Precinct 1
Gregg County, Texas
BID 2023-10***

Solicitation documents are now posted on the Gregg County Website www.co.gregg.tx.us on the Purchasing Department webpage. Please click on the ***Current Bids Tab*** to download the Bid document. Only paper responses are allowed for this Bid; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Invitation for Bid including but not limited to, the Bid document, questions and their responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the ***addendums tab*** and available for download by Bidders and other interested parties. *It is the Bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*

BID INSTRUCTIONS

Bid Requirements: Respondents shall send two (2) sets of SEALED documents: one with original signatures and one copy. All shall be sealed and marked *BID# 2023-10 Seal Coat Project for Lonesome Pine Road., Precinct 1, with your company name and address* and mailed/hand delivered to the address below by the closing date specified. A facsimile transmission is not an acceptable response to this Bid Process and will not be considered.

Gregg County Purchasing (located in the Gregg County Courthouse)
Kelli Davis, NIGP-CPP, CPPB, Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

Sealed Bid Required: All bids must be sealed when returned to Gregg County. All bids must be received in the office of the County Purchasing Agent no later than 2:30P.M.CST, May 15, 2023 (see purchasing office address on page 3)

Addenda – No oral representations as to the meaning of the bid will be made to any Respondent. Any explanation desired by a Respondent must be submitted in writing. (See questions deadline) Any changes, interpretations, or corrections to this document will be made by addenda. Addendums can be found on the Gregg County website at www.co.gregg.tx.us on the Purchasing Department Page under the tab labeled “Bids/Addendums”.

Public Bid Opening: RESPONSES WILL BE received and publicly acknowledged at the Gregg County Purchasing Department at 101 East Methvin, Suite 205, 2nd Floor Courthouse, Longview, Texas 75601 at 2:30PM CST May 15, 2023. Respondents, their representatives and interested persons may be present.

Late bids/proposals/: Any responses received after the date and/or hour set for in this bid document will not be accepted. The late Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder’s expense, or destroyed with written authorization.

Mail & Delivery of bids: If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised due date and time. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the bid opening, responses thus delayed will not be considered and will be disposed of as authorized.

Questions/Contact Info: Respondents are encouraged to review this entire bid Document. All questions regarding this bid must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposal may be grounds for elimination from the selection process.

DEADLINE TO SUBMIT QUESTIONS IS: 5:00PM CST, May 10, 2023.

Decline to submit response: If no response is to be submitted, do not return the solicitation. A letter should be sent to the Gregg County Purchasing Agent whether future solicitations for the type of supplies/services are desired. Failure of the recipient to notify Gregg County that future solicitations are desired may result in removal of the recipient from the mailing list for the type of supplies or services.

TERMS & CONDITIONS

Late Bids:

Gregg County reserves the right to not accept late bids. Each Respondent is responsible for ensuring that responses to this bid have been delivered by the date, time and to the location as specified in this bid document. The receipt of the responses submitted will be acknowledged as received only, and does not constitute any acceptance by Gregg County as an offer. Documentation will become a part of the Commissioners Court minutes only after selection is made, if any.

Contracting Authority:

Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

Disadvantages Business Enterprise (DBE)

Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.

Cost of Preparation:

Costs of preparation of a response to this request are solely those of the Respondent including but not limited to any expenses incurred for interviews, presentations or negotiations. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

Rejection of Responses:

Gregg County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Gregg County Commissioners Court.

Ethics/Gratuities:

Gregg County may, by written notice to the Awarded Respondent, cancel any contract without liability to Awarded Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Awarded Respondent in providing such gratuities.

Compliance with Bid terms:

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Any awarded respondent will be expected to execute a contract separate from this document but includes this document as part of the contract.

Confidentiality:

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION". Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County's responsibility under the Act.

Non-responsive / Bid Rejections

Bids may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Bids containing inconsistencies
2. Unbalanced value of terms
3. Respondents may be disqualified and not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
 - The Respondent being interested in any litigation against the county.
 - The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience.
 - Respondents shall not owe delinquent property tax in Gregg County.
 - Respondent past performance record with Gregg County.
 - Limited competition.

SPECIFICATIONS

Gregg County is requesting sealed bids to contract for a seal coat project on Lonesome Pine Road in Road and Bridge Precinct 1 in Gregg County, Texas. Gregg County reserves the right to accept or reject any/all of the bids received and/or purchase from any State contract and/or inter-local agreements. The Gregg County Commissioners Court must approve all contracts. **This project shall require a Payment Bond, Performance Bond, and a Bid Bond.**

Project includes, but not limited to:

- Project must follow TXDOT specifications. Please refer to exhibit B.
 - Aggregate- PL-GR-3/ Min. of 1 qu yrd per 100 sq yds.
 - Asphalt- AC-20XP or AC-20-5TR/ .38 - .40 gal. per sq yrd.
 - Lonesome Pine Road. Approx. 1.43 miles.
 - The Respondent should verify exact measurements.
 - All work and scheduling of work shall be coordinated and subject to the approval of the Precinct Superintendent.
- **A site visit is highly recommended.**

BID EVALUATION

Gregg County follows the **Awarding of Contract Statute Sec. 262.027 of the Texas Local Government Code**. Contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The Bidder selected will be notified at the earliest possible date. The County reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

Responsive Bids

For a bidder to be eligible for the award of a contract, his or her bid must be responsive. A responsive bid is one that meets the requirements established in the specifications and under the applicable law governing the bidding procedure. The requirements that a bid be responsive is designed to avoid unfairness. A responsive bid is one that conforms to the specifications and does not contain a material variance. To be considered for award, a bid must comply in all materials respects with the invitation for bids. Such compliance enables all bidders to stand on an equal footing and maintains the integrity of the sealed bidding system.

Defects, which disqualify a bid from being responsive:

1. Bid does not meet statutory requirements
2. Late bid or delivered to wrong location
3. Bid not sealed
4. Bid not accompanied at the time of filing by the requisite bid bond or deposit
5. Bid fails to offer what the local government seeks to acquire in the contract
6. Failure to sign bid or related documents
7. Failure to use proper bid form or other bid bond errors
8. Numerical/mathematical errors
9. Failure to acknowledge receipt of addenda
10. Failure to list subcontractors
11. Failure to provide minority utilization information
12. Failure to submit technical materials or other documentation

Responsible Bids

A responsive bid is one that, if accepted by the local government as submitted will obligate the contractor to perform the exact thing called for in the solicitation. In contrast, responsibility relates to the issue of performance by the contractor in terms of skill experience, financial resources and integrity necessary to complete the requirements of the contract. The concept of responsibility specifically concerns the bidder's performance capability, as opposed to its promise to perform the contract, which is a matter of responsiveness

Categories for determining responsible bidder:

1. Previous experience on projects similar in size and capacity
2. Fiscal capacity
3. Availability and qualifications of key personnel scheduled to work on project
4. Availability of equipment required for project
5. Ability to accomplish this project on schedule and in accordance with plans,
6. Names, availability, and qualifications of subcontractors,
7. Best bid and best value
8. Safety record.
9. Ability to hold pricing at least ten (10) days from opening date

Evaluation criteria shall include, but is not limited to the following:

- ✓ Total Price
- ✓ Respondents past performance record with Gregg County
- ✓ Gregg County's evaluation of Respondents ability to perform
- ✓ Gregg County's experience with products bid
- ✓ Special needs and requirements of Gregg County
- ✓ Location of Respondent
- ✓ Respondents ability to deliver in a timely manner
- ✓ Respondents responsiveness to this bid packet
- ✓ Ability to hold pricing at least ten (10) days from opening date

Required Forms

BID FORM

Aggregate \$ _____ per sq yrd

Asphalt \$ _____ per sq yrd

Labor \$ _____

Bid Bond \$ _____

Payment Bond \$ _____

Performance Bond \$ _____

Vendor can meet schedule (see below) answer yes or no: _____

Any other applicable charges or fees:

\$ _____

\$ _____

\$ _____

Total Project Cost: \$ _____

Respondent must be able to start the project no later than June 1, 2023. Any changes to that schedule will be made by Commissioner Precinct One.

BID REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE TWO:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE THREE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

COMPLIANCE WITH FEDERAL AND STATE LAWS

Certification of Eligibility

By submitting a BID in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of BID submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Verification No Boycott Israel

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, the selected Firm must represent and certify that, at the time of execution of an Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Disclosure of Interested Parties

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature: _____ **Date:** _____

BID SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Bid becomes the property of Gregg County after the official opening.

The undersigned Respondents the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Bid.

The undersigned agrees, on behalf of Respondent, that if this Bid is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be (90) calendar days.

The undersigned Respondents that they are duly authorized to execute a contract with Gregg County and that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Bid.

Respondent hereby assigns to Gregg County 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.

The undersigned Respondents that they have read and do understand the Specifications and any attachments contained in this solicitation. ***Failure to sign and return this form could result in the rejection of the entire submission.***

Signature: _____ **Date:** _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name _____ Title _____

Tel. No. _____ Email: _____

Address: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of _____

To: Respondents of Gregg County, Texas
From: Kelli L. Davis, NIGP-CPP, CPPB, Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through BID return, fax, or email. Please see contact information below.

Gregg County Clerk

Gregg County Courthouse
101 East Methvin, St. 200
Longview, Texas 75601
Ph: 903-236-8430

Gregg County Purchasing Department

Email: purchasing@co.gregg.tx.us
Ph: 903-237-2684
Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



Gregg County Purchasing Department
Kelli L. Davis, NIGP-CPP, CPPB Purchasing Agent
101 E. Methvin St., Suite 205, Longview, Texas 75601
Phone (903) 237-2684 Fax (903) 237-2682 purchasing@co.gregg.tx.us

April 27, 2023

To: Longview News-Journal

From: Kelli L. Davis, NIGP-CPP, CPPB

Subject: Advertisement BID#2023-10 Seal Coat Project for Lonesome Pine Road., Precinct 1, Gregg County, Texas

Please run the following ad on Friday, April 28, 2023 and Friday, May 05, 2023 in the Longview-News Journal.

PUBLIC NOTICE

Sealed Bids will be received by the County Purchasing Agent, Kelli Davis at the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on Monday, May 15, 2023 by 2:30 P.M for BID No. 2023-10 Seal Coat Project Lonesome Pine Road., Precinct 1. Late Bids will not be accepted. Specifications will be available on Friday, April 28, 2023 by visiting www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903)-237-2684. Payment will be made after items have been received in accordance with award. Vendors must Bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any Bid received and to waive any irregularities or formalities in the best interest of Gregg County.