

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

**ROAD MATERIALS
ADDITIONAL 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:**

January 31, 2020 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.

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 eleven (11) months (January 2021) in accordance with the following Conditions of Bidding.

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:

1. 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. CONTRACTOR – The successful Bidder(s) of this bid request.
 - d. COUNTY – The government of Jackson County, Texas and its authorized representative.

- e. SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
 - f. SUPPLIER – Same as Contractor.
2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between the County and the successful bidder for the period designated.
 3. 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.
 4. 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.
 5. 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.
 6. The County reserves the right to reject any bid that does not fully respond to each specified item.
 7. Bidder must include Vendor Tax Identification Number for the bid to be valid.
 8. Should there be a change in ownership or management; the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.
 9. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.
 10. 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. Vendor's past performance record with The County.
 11. 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 vendor considered to be the best value to the County.
 12. 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.

