



*Hardin County Purchasing*  
300 Monroe St. Kountze, Texas 77625  
(409)246-5124  
Fax (409)246-3208

*Misty Sims- Purchasing Agent*

**REQUEST FOR BIDS FOR**  
**OVERLAYING ROAD IN PCT. #1**

SEALED BIDS plainly marked on the envelope and addressed to Hardin County Purchasing, 300 Monroe, Kountze, Texas 77625, mailed or delivered will be received until 2:00 P.M., June 27, 2024, at which time they will be publicly opened and read in Purchasing Department. It is strongly recommended you hand deliver or send your bid via FedEx or UPS to ensure it arrives on time. No bid tendered later than time fixed will be accepted. The item to bid is as follows:

Approximately 1,450 feet on Village Creek Road

CONTRACTOR TO FURNISH EQUIPMENT, LABOR,  
TRAFFIC CONTROL, AND TACK OIL  
COUNTY WILL FURNISH ASPHALT

Additional information may be obtained from Commissioner Pct. 1, L.W. Cooper Jr.  
(409)385-5501.

Hardin County reserves the right to accept or reject any or all bids submitted. Hardin County EEO

HARDIN COUNTY  
INVITATION TO BID  
COVER SHEET

Overlay approximately 1,450 feet on Village Creek Road

DATE DUE: June 27, 2024

Due no Later Than 2:00 P.M.

Bids received later than the date and time and will not be considered.

Additional information may be obtained from the following Commissioners:

COMMISSIONER PCT. 1, L.W. COOPER, JR.                      409-385-5501

*Please return your bid by due date listed above. Be sure the envelope shows the description and is marked "SEALED BID."*

RETURN BID TO:  
HARDIN COUNTY PURCHASING AGENT  
300 MONROE  
KOUNTZE, TEXAS 77625

Contact Hardin County Purchasing at 409-246-5124

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

### GOVERNING LAW

This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262 Sub Chapter c et. seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that HARDIN 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.

### BID RETURNS

Offerors must return all completed bids to the HARDIN COUNTY PURCHASING DEPARTMENT at 300 Monroe, Kountze, Texas 77625, BEFORE 2:00 P. M. on June 27, 2024. It is recommended that your bid be hand delivered, or delivered via Fed Ex or UPS. *Late bids will not be accepted.*

### EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Purchasing Department and recommendation to Hardin County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. PRICING IS NOT the only criteria for making recommendation. The Hardin County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

### AWARD

HARDIN 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 offeror, and to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court as applicable and present evidence concerning his responsibility after officially notifying the office the Purchasing Agent of his intent to appear.

### THE COUNTY RESERVES THE RIGHT TO REJECT BIDS

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. The County also reserves the right to accept or reject any or all bids submitted if at any time materials do not conform to meet specifications. Hardin County reserves the right to use alternate vendor.

### COUNTY IS TAX EXEMPT

The County of Hardin is exempt from Federal Excise and State Tax; therefore, tax must not be included in this bid.

### PRICE ERRORS

If the unit price of any item differs from the extended price for quantity bid, the unit price shall govern.

### TERM OF CONTRACT

Contractor to commence work no more than 30 days after receiving bid, unless other arrangements are made with the Commissioner. Contractor to coordinate asphalt delivery with asphalt supplier. Contractor will notify County immediately of any delivery problems or any problems concerning asphalt

### NON-PERFORMANCE

Non-performance of the bidder in terms of specifications or service shall be a basis for the termination of the contract by the County. Cancellation by the County may be made on 30 days written notice to the offending vendor. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Before termination, vendors will be given reasonable opportunity to correct the deficiencies.

### VENDOR

Any Vendor not responding to an invitation to bid within one year will be dropped from Hardin County's Vendor List.

### METHOD OF PAYMENT

Invoices shall be sent directly to the appropriate Road & Bridge Precinct. Invoices are processed at the individual Road & Bridge Precincts after the items and services have been received in good condition and no unauthorized substitutions have been made, and then forwarded to the Auditor/Treasurer for payment. The County will only receive delivery for goods or services as required, and the County shall only be billed for goods ordered and delivered.

County of Hardin is an Affirmative Action / Equal Opportunity Employer

ROAD & BRIDGE PRECINCT 1

**Commissioner L.W. (Nubbin) Cooper Jr.**

1290 HWY 327 West

Silsbee, TX 77656

Phone: 409-385-5501

Fax: 409-386-0752

HARDIN COUNTY  
PAVING SERVICES SPECIFICATIONS

**GENERAL DESCRIPTIONS:** County proposes to do paving on roads in Pct. #1 in the amount of approximately 1,450 feet on Village Creek Road. Amount is approximate and payment will be for actual measured footage times price per square yard.

SEE ATTACHMENT LENGTH TO BE PAVED, AND WIDTH OF ROAD TO BE CONSIDERED.

**CONTRACTOR TO FURNISH:** All materials, manpower and equipment not furnished by county, including but not limited to water, sweeping existing pavement, traffic control, furnishing/applying tack oil with 100% coverage, laying county furnished asphalt, compacting to **(2) two inch** thickness.

**COUNTY TO FURNISH:** Hot mix asphalt.

Contractor to bid on per square yard basis \$ Per Yard \_\_\_\_\_

Contractor or Authorized Agent :      Signature \_\_\_\_\_

Contractor to commence work no more than 30 days after receiving bid, unless other arrangements are made with the Commissioner. Contractor to coordinate asphalt delivery with asphalt supplier. Contractor will notify County immediately of any delivery problems or any problems concerning asphalt.

## HARDIN COUNTY PCT. #1 ROAD TO BE OVERLAYED

<u>Road Name</u>	<u>Total ft</u>	<u>Road Width Ft</u>	<u>Appoximate Square Yards</u>
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Total estimated square yards:

NOTE: The above are estimates of length, width and square yards. Actual overlay will be measured for billing of services.

**HARDIN COUNTY PCT#1 ROAD TO BE OVERLAYED**

<u>Road Name</u>	<u>Total Feet</u>	<u>Road Width</u>	<u>Approximate Square Yards</u>
<b>Village Creek Rd</b> 1140' x 15' x 2"	17100	15'	1900 Sq. Yds.
<b>Village Creek Rd at Bridge</b> 310' x 22' x 2"	6820	22'	758 Sq. Yds.

**Total Estimated Square Yards: 2658**

*Note: The above are estimated of length, width and square yards. Actual dimensions will be measured for billing of services.*

**Village Creek Rd., Silsbee, TX. 77656**

*Total of 2,658 sq. yds.*

Starting at Village Creek Rd. stop at Village Creek Rd.

2 areas on same roadway

At Bridge (22' wide x 310' long x 2" thick for est. 758 Sq. Yds.)

(15' wide x 1140' long x 2" thick for est. 1900 Sq. Yds.)

*Area to be overlaid is marked in orange paint.*





# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**