



**Grayson County Purchasing
100 W. Houston, Third Floor
Sherman, TX 75090**

Bid #2024-05

REBID - CONSTRUCTION OF NEW PARKING LOTS



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**GRAYSON COUNTY, TEXAS
NOTICE TO BIDDERS**

By order of the Commissioners Court of Grayson County, Texas, authorizes the Purchasing Agent to accept sealed Bids for the **REBID - CONSTRUCTION OF NEW PARKING LOTS.**

The enclosed REQUEST FOR BID and accompanying SPECIFICATION AND PRICING SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for Grayson County.

Sealed BIDS shall be received no later than and there will be a public opening following:

10:00 A.M., WEDNESDAY, APRIL 24, 2024

MARK ENVELOPE:

“BID NO. 2024-05; REBID - CONSTRUCTION OF NEW PARKING LOTS”

Questions regarding this Bid must not be directed to any other Grayson County staff, department head, director, or elected official or submission may be disqualified.

Clarification requests will not be accepted by telephone. All responses to clarification requests received in writing will be published on the Grayson County Purchasing website and through the Public Purchase website. SEE PROVIDED SCHEDULE

Bid award results will not be given by telephone.

Questions regarding this packet, please send an email the Grayson County Purchasing Agent at plattj@co.grayson.tx.us.

If Hand-delivering or Mailing Bids: Grayson County Purchasing
100 W. Houston St., Third Floor
Sherman, TX 75090

If using Courier (i.e., FedEx, UPS): Grayson County Purchasing
100 W. Houston St. Third Floor
Sherman, TX 75090

If using “email” submission: bids@co.grayson.tx.us

DEFINITIONS

Terms used in this Invitation to Bid have meanings indicated below which are applicable to both the singular and plural thereof.

Addendum - A written change, addition, alteration, correction, or revision to a solicitation or contract document. The name commonly given to the document used to revise a solicitation.

Amendment – An agreed addition to, deletion from, correction, or modification of a document or contract.

Bid Document – Those documents that comprise the specifications, Bidder information sheet, attachments, all addenda, modifications, and changes there to, together with any other items stipulated as being specifically included.

Bidder – Person or entity who will submit Bid documents to the County to provide the services as specified in the solicitation.

Change Order - A written order to the contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract document, or authorizing an adjustment in the contract price or contract time.

Completion Date – The date specified in the contract documents on which all work as specified in the contract documents must be completed and accepted by the owner.

Contract Documents – the contract, including advertisement for bids, information for Bidders, bid, bid bond, agreement, payment bond, performance bond, notice of award, notice to proceed, change order, drawings, specifications, and addenda.

Contract Price – the total monies payable to the contractor under the terms and conditions of the contract documents.

Contract Time – the number of calendar days stated in the contract documents for the completion of the work.

Contractor – the person, firm, or corporation with whom Grayson County has executed the agreement.

County – Grayson County, Texas

Contract – Formal and legally binding agreement entered into between the County and the winning Bidder.

Contract Documents – Those document that comprise a contract, conditions of the contract (general, supplementary, and other conditions), plans and /or drawings, specifications, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

Contractor – The Bidder to whom the County (on the basis of the County’s evaluation as hereinafter provided) makes an award.

Bid Bond – CONSTRUCTION PROJECT ONLY - If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

Payment Bond –A financial or contractual instrument issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include a cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. Also known as Labor and Materials Bond. A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Performance Bond – 1. An instrument executed, subsequent to award, by a successful Bidder that protects the public entity from loss in the case of the Bidder's inability to complete the contract as agreed. 2. A risk mechanism that secures the fulfillment of all contract requirements. May be referred to as a completion bond. A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

Project – Provide goods and services as specified in this solicitation for Grayson County, Texas.

Invitation to Bid (Bid) – Document posted by the County to elicit bids from potential contract to provide the goods and services as specified in this solicitation.

Work – The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligation imposed on Contractor by the Contract.

TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Grayson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statute prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Grayson County fiscal year shall be subject to budget approval. Fiscal year end for Grayson County, Texas is September 30.

COOPERATIVE PURCHASING: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Grayson County and successful Bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Grayson County shall not be held responsible for any orders placed, deliveries made, or payments required for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

LATE BIDS: Bids received in the County Purchasing Department, or email address, after submission deadline shall be returned unopened and will not be considered. **Grayson County is not responsible for lateness of mail or carrier, electronic systems failure, etc.** The Purchasing Department shall document the official time of receipt for submissions.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid guaranteeing authenticity.

REQUEST FOR NON-CONSIDERATION: Submissions may be withdrawn prior to the time set for opening Bids. Requests for non-consideration shall be made in writing to the Purchasing Agent and received prior to the time set for opening Bids. After other Bids are opened and publicly read, the bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the Bids have been opened. Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX: Grayson County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Grayson County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County. Grayson County reserves the right to award a bid to multiple vendors to suit the needs of the County.

CONTRACT: This bid, when properly accepted by Grayson County, shall constitute a contract equally binding between the successful Bidder and Grayson County. No different or additional terms will become part of this contract with the exception of a Change Order.

CONTRACT DOCUMENTS: Means and includes the following:

- 1) Advertisement for Bids
- 2) Information for Bidders
- 3) Proposal
- 4) Agreement
- 5) General Conditions
- 6) Notice of Award
- 7) Notice to Proceed
- 8) Specifications
- 9) Addenda

CHANGE ORDERS: No oral statement of any person shall modify, or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and agreed upon by all parties.

DELIVERY: All delivery and freight charges (FOB Grayson County designated location) are to be included in the price.

DELIVERY TIME: Bids shall show the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order. In the event the delivery schedule cannot be met due to allocation of product, Grayson County reserves the right to contact non-contracted vendors for available product at no penalty to Grayson County.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with the Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

ETHICS: The Bidder shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Grayson County. Any Grayson County employee shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any Bidder.

DISADVANTAGES BUSINESS ENTERPRISE (DBE): Grayson 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 Grayson County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Grayson County.

EXCEPTIONS: Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

DESCRIPTIONS: Any reference to model and/or make/make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on materials of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority shall be vested in the Grayson County Purchasing Agent. Amendments will be posted to the Grayson County Purchasing website. Bidders shall acknowledge receipt of all amendments and addendums.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of project.

DESIGN, STRENGTH, and QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL PRODUCTS must be new and unused, unless otherwise specified, in first-class condition and of current manufacture, and in stock for immediate purchase.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

- 1.) Have adequate financial resources, or the ability to obtain such resources as required;
- 2.) Be able to comply with the required or proposed delivery schedule;
- 3.) Have a satisfactory record of performance;
- 4.) Have a satisfactory record of integrity and ethics;
- 5.) Be otherwise qualified and eligible to receive an award;
- 6.) All fees and taxes paid current to the Grayson County Tax Assessor Collector's Office.

Grayson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

OWNERSHIP OF BIDS: All responses to this request for bid become the property of Grayson County.

INDEMNIFICATION: Successful Bidder shall defend, indemnify and save harmless Grayson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful Bidder shall pay any judgement with cost, which may be obtained, against Grayson County growing out of such injury or damages.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined. Grayson County reserves the right to award terminated contract to the next lowest and best Bidder as it deems to be in the best interest of the County.

TERMINATION FOR CONVENIENCE: The County may terminate this contract at any time giving at least thirty (30) calendar days' notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

PATENTS/COPYRIGHTS: The successful Bidder agrees to protect Grayson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Grayson County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Grayson County Purchasing Department (which has the overall contract administration responsibilities) and the successful Bidder.

CONTRACT/PURCHASE ORDER NUMBER: A contract shall be generated by Grayson County to the successful Bidder. This contract or purchase order number shall appear on all itemized invoices, packing slips, and delivery tickets. Grayson County will not be held responsible for any orders placed/delivered without a valid/current contract number.

PAYMENT TERMS & CONDITIONS: All Bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the County, the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of Grayson County to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials, equipment, and delivery provided.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Grayson County contract number, and (d) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

INVOICES shall show all information as stated above and shall be mailed directly to the Grayson County Auditor's Office, P.O. Box 876, Sherman, Texas 75091.

TAX EXEMPTION: Grayson County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid shall not include any taxes.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601(f) V.T.C.S., payment will be made after receipt and acceptance, by the County, of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

REMEDIES: The successful Bidder and Grayson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Grayson County, Sherman, Texas.

ASSIGNMENT: The successful Bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Grayson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

WARRANTY: The Contractor shall provide any available manufactures' warranty for all work and paving products and assemblies furnished with this contract. Warranty must cover all replacement parts and labor.

INSURANCE: Before commencing work, the successful Bidder shall be required, at his own expense, to furnish the Grayson County Purchasing Agent, within ten (10) days of notification of award, certified copies of all insurance policies or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage, to be in force throughout the term of the contract.

MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Grayson County.
 - 1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation – statutory
 - b. Employer's Liability - \$500,000
 - 2. Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage –
\$1,000,000 per occurrence/\$2,000,000 aggregate
 - 3. Auto Liability:
 - a. Combined Single Limit - \$500,000 per occurrence

- B. Grayson County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Grayson County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
1. Proof of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Grayson County Purchasing Agent at 100 W. Houston Street, Sherman, TX 75090 prior to work commencing.
 2. All Certificates shall provide Grayson County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 3. As to all applicable coverage, policies shall name Grayson County and its officers, employees, and elected representatives as an additional insured.
 4. All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
 5. Vendor agrees to waive subrogation against Grayson County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
 6. If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Grayson County with the proper documents verifying the coverage.

EQUAL EMPLOYMENT OPPORTUNITY: The independent contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religious or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, and veteran status, religious or political belief.

EQUAL ACCESS: The independent contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Grayson County reserves the right to waive any inconsistencies and to make award in the best interest of Grayson County.

Bidders must satisfy themselves of the accuracy of estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The party to whom the contract is awarded will be required to execute the Agreement within approximately ten (10) business days from the date when notice of award is delivered to the Bidder.

The notice of award shall be accompanied by the necessary Agreement. In case of failure of the Bidder to execute the Agreement, the Grayson County may consider the Bidder in default and award to the next lowest, qualified contractor.

Grayson County within (10) business days of receipt of the Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed copy of the Agreement.

Should the Grayson County not execute the Agreement within such period, the Bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Grayson.

The NOTICE TO PROCEED shall be issued within approximately ten (10) days of the execution of the Agreement by Grayson County. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between Grayson County and awarded Bidder.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the awarded Bidder may terminate the Agreement without further liability on the part of either party.

The Grayson County may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Grayson County all such information and data for this purpose as the Grayson County may request.

Award will be made to the lowest responsible qualified Bidder.

Successful contractor is responsible to provide the required bonds prior to notice to proceed.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to its bid.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one (1) Bid for the work contemplated.
3. Bidder being interested in any litigation against Grayson County.
4. Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work, which in the judgment of Grayson County, will prevent or hinder the prompt completion of additional work, if awarded.

7. Bidders shall not owe delinquent property tax in Grayson County.
8. Limited competition.

EXTENT OF CONTRACT: This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

QUANTITIES: Quantities indicated on the Price Forms are estimates based upon the best available information. Grayson County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any catalog, brand name, or manufacturer's reference used is considered to be descriptive -- not restrictive -- and is indicative of the type and quality Grayson County desires to purchase.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.



SPECIFICATIONS

Contractor shall furnish and pay for all labor, materials, equipment, supervision, transportation, fuel, and incidentals, including any required permits and inspections, necessary for furnishing, performance, and completion of the Work required under this Invitation to Bid for Grayson County. The Contractor shall perform all specified work using properly trained, skilled, bonded and licensed individuals supervised by the Contractor.

Parking Lot Locations:

Parking Lot A: This parking lot is located at 402 and 412 South Elm Street. These lots are located at the corner of Cherry Street and Elm Street.

Parking Lot B: This parking lot is located at 412 South Crockett Street.

Lot Clearing and Preparation:

- Lot preparation consists of clearing, removing and disposing of all vegetation and debris in the areas of both Parking Lot A and Lot B. Vegetation and debris include: trees, shrubs, vines, logs, limbs, mulch piles, and all other debris associated with random clearing.
- Facilities Director will designate if any trees, shrubs, plants, and other objects within the clearing limits specified that are to remain and be preserved.
- Contractor is responsible and must communicate with homeowner to obtain approval before trimming and pruning any large trees hanging over parking lot areas.
- Any debris that reaches the travel ways, sidewalks, driveways, or ditches shall be removed immediately.
- Remove all litter, including larger pieces, from right of way at the end of each working day and dispose of at location provided by Contractor. Storage or stockpiling of litter on the right of way is prohibited.
- Disposal shall be in accordance with local and state laws, and any cost incurred for disposal shall be the responsibility of the Contractor.

Utility Location:

- If applicable to the services to be performed under this Invitation for Bid, the Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the established deadlines provided in this document.
- Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.
- Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

Standards:

- Sidewalks, curbs, and guttering should adhere to the City of Sherman's paving construction standards. For the latest information, please contact the City of Sherman.

Scheduling:

- The Contractor shall schedule all work to ensure the least inconvenience and the utmost in safety to the traveling public, the Contractor's, and the Department's forces. The Contractor shall move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.
- The Department will require the awarded vendor to begin and complete work within the timeframe identified in bid submission packet. The Contractor is required to schedule, with the Facilities Director, the start of any work related to this ITB a minimum of 48 business hours in advance. The Contractor must also confirm the schedule or inform the Facilities Director of any changes to the schedule each morning work is to be performed. Completion of work includes inspections by the Facilities Director and any work required to correct deficiencies noted by Facilities Director.
- Completion Date: The Contractor will commence the work as required in these specifications in sufficient time after receiving a Purchase Order from Grayson County. The completion date for this project is no longer than 120 days from the Notice to Proceed.

Lane Closures:

The Contractor shall be responsible for lane closures or narrow a lane of traffic, detain and/or alter the traffic flow, as needed, to complete the required work. Traffic plan shall be reported to Facilities Director, as needed.

Parking Lot A Construction:

- It is the intention of this bid to cover the preparation and construction of Parking Lot A to conform to all City of Sherman, Grayson County, and Texas Department of Transportation specifications. It will be the responsibility of the Contractor to perform all required elements to suitably prepare the subsurface prior to installation of the parking area base.
- Parking Lot A shall be prepared and constructed with base rock material to be finished out with asphalt at a later date. This lot will serve as a construction staging site for an upcoming project. Base preparation and materials shall be constructed to maintain heavy equipment and vehicle traffic.
- Temporary curbs and guttering shall be within the required guidelines of the City of Sherman for this temporary site.
- Intent for drainage: Drain to Cherry Street and Elm Street

Parking Lot B Construction:

- It is the intention of this bid to cover the preparation and construction of Parking Lot B to conform to all City of Sherman, Grayson County, and Texas Department of Transportation specifications. Parking Lot B shall serve as employee parking for Grayson County.
- Parking lot pavement shall be six (6) inches of flex base and 2 inches of asphalt.
- Approaches to be built to meet the City of Sherman's specifications.
- This parking lots shall have two (2) entrances. This is a utility pole and communications boxes that these entrances will split. Proper care shall be taken not to disturb these utilities. Utility locating will be at the responsibility of the Contractor.
- Proper curb and guttering shall be required according to measurements listed below.
- Sidewalk shall be constructed utilizing per the City of Sherman's specifications.
- Parking spot striping shall be according to the photo provided in Exhibit B. Grayson County anticipates lot providing 54 parking stalls.
- Two (2) Approaches/Entrances to the lot entering/exiting from Crockett St. There are utilities located in between where the two approaches should be places.
- Intent for Drainage: Drain to the west toward Crockett Street and east to the alley.

Parking Lot B Construction – Alley

- Alley should be concrete with two (2) approaches and comply with the City of Sherman’s specifications.

Surveys – Contractor will furnish all stakes and furnish inspector with suitable assistance for making any required surveys in connections with location structures and final measurements of quantities of items installed. Contact Gregg Allen, Facilities Director at 903-821-2827 for lot specific information.

Final Clean Up – Upon completion of the work, the Contractor shall remove all materials not required on the job, and shall leave all disturbed areas in as good or better condition than when he began construction.

Basis of Payment - The price bid by the Contractors under each item in each section, shall include all costs of completing the construction, the furnishing, and the installations of all equipment called for in the plans and specifications.

PROJECT TIMELINE – Please note that the following schedule is subject to change as per the discretion of the administration or due to any unforeseen weather conditions.

Release Of Bid To The Public	Tuesday, April 2, 2024
Specification Related Question Submission Dates	Wednesday, April 3, 2024 – Wednesday April 10, 2024
Specification Answers Posted	Thursday, April 11, 2024
Bid Closing Date	Wednesday, April 24, 2024
Bid Award – Approximate Date	Tuesday, April 30, 2024
Approximate Start Date	Monday, May 6, 2024

PROJECT BUDGET – THERE HAS NOT BEEN A SPECIFIC BUDGET RELEASED FOR THE CONSTRUCTION OF THE PARKING LOTS

BID PRICING FORM

Parking Lot A -

ITEM	QUANTITY	UNIT	UNIT COST	COST
Mobilization of Equipment, supplies, etc.			\$	\$
Demolition – Existing Concrete	1000	SF	\$	\$
Site Prep – Top Soil Removal – Including tree and shrub removal	11,350	SF	\$	\$
Slope site to drain	11,350	SF	\$	\$
4” Base material	9,000	SF	\$	\$
OTHER – AS NEEDED			\$	\$
TOTAL			\$	\$

*The quantities provided are approximate. Contractor will need to confirm measurements

Parking Lot B –

ITEM	QUANTITY	UNIT	UNIT COST	COST
Mobilization of Equipment, supplies, etc.			\$	\$
Site Prep – Top Soil Removal – Including tree and shrub removal	18,000	SF	\$	\$
Asphalt – 2 inches Flex base (base material) – 6 inches	17,000	SF	\$	\$
Curb and Gutter	410	LF	\$	\$
Sidewalk	480	LF	\$	\$
Parking Lot Striping	54 Slots		\$	\$
OTHER – AS NEEDED			\$	\$
TOTAL			\$	\$

*The quantities provided are approximate. Vendor will need to confirm measurements

EXCEPTIONS/ALTERNATIVE/PRODUCTS:

PREFERENTIAL REQUIREMENT

As a government agency of the State of Texas, the County of Grayson has a policy in place that prohibits awarding contracts for general construction, improvements, services, public works projects, or purchases of supplies, materials, or equipment to a nonresident bidder unless their bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state where the nonresident's principal place of business is located.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS: The County may give local vendors, whose principal place of business is located within Grayson County, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

- 1.) Is your principal place of business in the State of Texas?
Yes or No
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no" please indicate:
 - a. In which state your principal place of business is located: _____
 - b. Will that state favor resident bidders (bidders in your state) by some dollar increment or percentage? Yes or No
 - c. If "yes", what is that dollar increment or percentage? \$ _____ or _____%

BIDDER INFORMATION:

Company Name:	
Address:	
Contact Name:	
Contact Email:	
Office Phone:	
Cell Phone:	

REFERENCES

List three (3) companies or governmental agencies where these commodities have been provided:

- 1. Company Name: _____
Address: _____ Phone No: _____
Contact Person: _____ Title: _____

- 2. Company Name: _____
Address: _____ Phone No: _____
Contact Person: _____ Title: _____

- 3. Company Name: _____
Address: _____ Phone No: _____
Contact Person: _____ Title: _____

CONFLICT OF INTEREST:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, 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 vendor 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 the Grayson County not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/forms/conflict/>.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

ETHICAL STANDARD

No COUNTY official or employee shall have interest in any contract resulting from this bid. The following forms must be completed with your bid response:

- Conflict of Interest Questionnaire**
- HB 89 Verification Form**
- SB 13 Verification Form**
- SB 19 Verification Form**

The forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid.

*** FORM 1295 (CERTIFICATE OF INTERESTED PARTIES) is not required with the bid submittal but will be required from the awarded party before entering into a contract with Grayson County.**

Insert CIQ form

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the Grayson County, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with Grayson County should examine the following:

- Are any employees or board members of the organization,
 - a Grayson County employee or consultant who exercises program or project specific functions as part of their County position?
 - a member of a Board, Council or Committee that may participate in the County's selection or award process?
 - a County Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a Grayson County employee or consultant who participates in the County's selection or award process as part of their County position?
 - a member of a Board, Council or Committee that may participate in the County's selection or award process?
 - a County Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the County (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the County (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a County official or employee who exercises County-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact County staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the County will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

- I have no conflict of interest to disclose
- I have the following conflict of interest to disclose:

Company/Vendor Name

Date

Printed Name and Title

Authorized Signature

SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company Name)(herein after referred to as Company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.

2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

3) "Discriminate against a firearm entity or firearm trade association":

a) means, with respect to the entity or association, to:

i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
- b) a sport shooting range as defined by Section 250.001, Local Government Code.

7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- b) has two or more firearm entities as members; and
- c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Authorized Signature

Print Name and Title

Date

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of _____,
(Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen
(18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10,
Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Authorized Signature

Print Name and Title

Date

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____,
(Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen
(18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

- 1) Does not boycott Israel currently; and
- 2) Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel
list located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "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; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Authorized Signature

Print Name and Title

Date

SIGNATURE FORM

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

The undersigned affirms that the Bidder 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 Bidder that if this Bid is accepted, Bidder will 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 ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this document as the contract. That this Bid has not been prepared in collusion with any other Bidder, nor any employee of Grayson County, and that the contents of this Bid have not been communicated to any other Bidder or to any employee of Grayson County prior to the official opening of this Bid.

By submitting a Bid in response to this solicitation, the Vendor 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 the list between the time of Bid submission and time of award, the Bidder will notify the Grayson County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Vendor hereby assigns to Grayson 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 affirms that they have read and understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Bid.***

Signature

Grayson County Judge

Printed Name

Printed Name

Date

Date



LEGAL NOTICE

By order of Commissioners Court, Grayson County, Texas, Jodi Platt, Purchasing Agent is authorized to advertise to receive SEALED BIDS for the FOLLOWING:

2024-05 REBID - CONSTRUCTION OF NEW PARKING LOTS

Bid information is available online at: <https://www.co.grayson.tx.us/page/pur.bids>.

Bids must be submitted by 10:00 AM (CST) on April 24, 2024. Submissions will be publicly opened at that time.

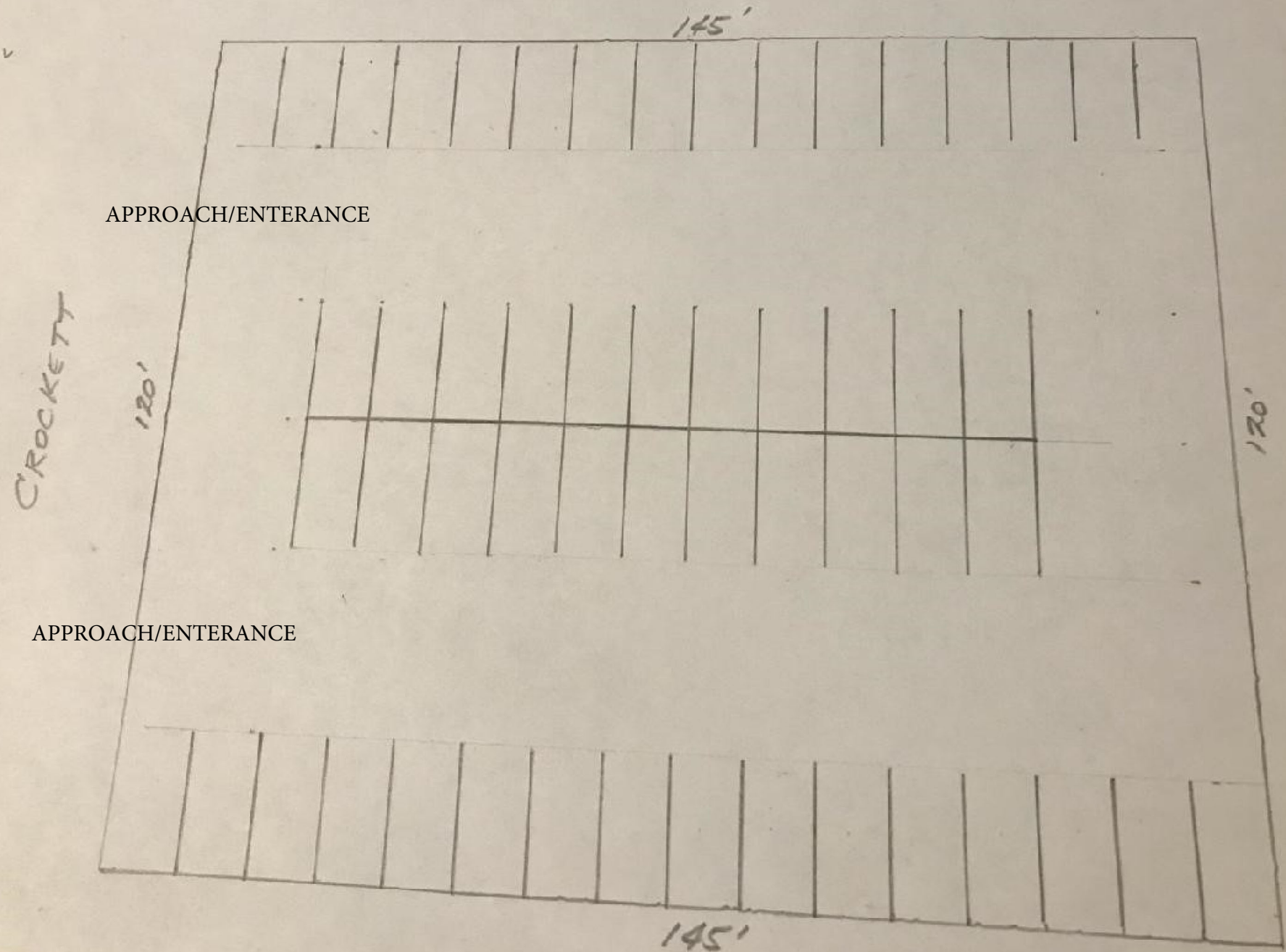
RETURN BID TO:

GRAYSON COUNTY PURCHASING
100 W HOUSTON ST, THIRD FLOOR
SHERMAN, TX 75090

Or emailed to: BIDS@CO.GRAYSON.TX.US

Please Publish: ONE (1) TIME, THURSDAY, APRIL 4, 2024 AND ONE (1) TIME, THURSDAY, APRIL 11, 2024

ISLES - 24'
STALLS - 9' x 18'
TOTAL STALLS = 54



APPROACH/ENTERANCE

CROQUETTY

120'

120'

APPROACH/ENTERANCE

145'

EXHIBIT B – PARKING LOT LOCATIONS

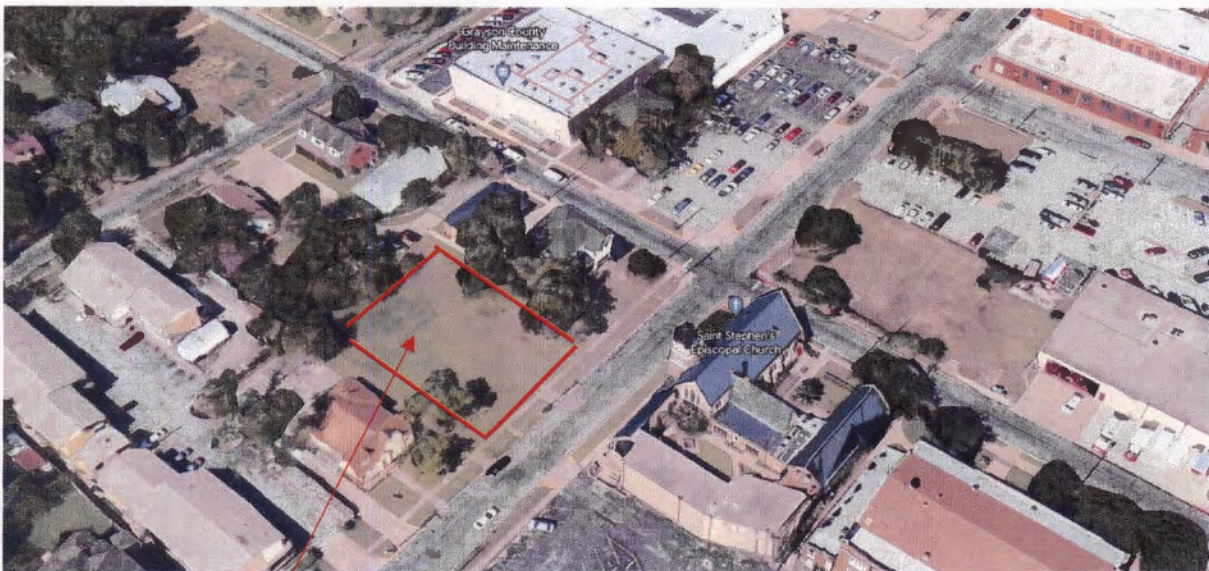
LOT A – 402 AND 412 SOUTH ELM STREET



ELM STREET

CHERRY STREET

LOT B – 412 SOUTH CROCKETT



CROCKETT STREET