



**BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034**

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Charles Crook, CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

Solicitation Number: BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

Open / Due Date: FRIDAY, MARCH 5, 2010 AT 10:00 A.M.

A **MANDATORY** pre-bid meeting is schedule for Monday, February 1, 2010 at 10:00 a.m. in the conference room of the County Engineering Department, 451 N. Velasco Street, suite 230, Angleton, TX. Attendance is mandatory in order to submit a bid.

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) days prior to bid / proposal opening)
Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

BRAZORIA COUNTY INVITATION TO BID COVER SHEET

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed bids shall be received no later than:

FRIDAY, MARCH 5, 2010 at 10:00 A.M., LOCAL TIME

PLEASE MARK ENVELOPE: “INVITATION TO BID FOR #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

A **MANDATORY** pre-bid meeting is schedule for Monday, February 1, 2010 at 10:00 a.m. in the conference room of the County Engineering Department, 451 N. Velasco Street, suite 230, Angleton, TX. Attendance is mandatory in order to submit a bid.

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS
(SEE NOTE BELOW)**

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received in the Purchasing Department at the physical address by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**US Postal Service mailing address

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

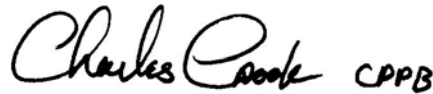
MAILING ADDRESS

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offerer desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Director, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offerer concerning this solicitation will be furnished promptly to all other known prospective bidders/offerers as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offerer's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerers and shall be posted on the Brazoria County Purchasing Website www.brazoria-county.com/purch/bids.asp . Brazoria County shall not be responsible for failed internet connections or power interruptions.

A handwritten signature in black ink that reads "Charles Crook CPPB". The signature is written in a cursive style and is positioned above a horizontal line.

Charles Crook, CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

BRAZORIA COUNTY BIDDER CERTIFICATION

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

Published Dates:

WEDNESDAY, JANUARY 27, 2010

WEDNESDAY, FEBRUARY 3, 2010

WEDNESDAY, FEBRUARY 10, 2010

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the ____ day of _____, 2010, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge E. J. King, by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions for **ITB#10-27 Brazoria County – County Road 58 Mobility Project** are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____ day of _____ 2010.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

INVITATION TO BID PACKAGE CHECKLIST

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

- 1. **Vendor Solicitation Form**
- 2. **Cover Sheet**
- 3. **Bidder/Offerer Certification**
Company name, identifying information and signature (**IN INK**).
- 4. **Contract Sheet**
Must be signed (**IN INK**) by an authorized representative of the offerer.
- 5. **Package Checklist**
- 6. **Standard Terms & Conditions**
- 7. **Special Requirements**
- 8. **Bidder/Offerer's Affirmation and SDNs/Blocked Persons Affirmation**
Company name, identifying information and signature (**IN INK**).
- 9. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - a. **Technical Specifications / Statement of Work**
Bidders will need to register with the Purchasing Department in order to download drawings.
 - b. **Drawings**
Bidders will need to register with the Purchasing Department in order to download drawings.
 - c. **Exhibit 1 - Bid / Offer Sheet**
This form is used to solicit exact pricing of goods/services and delivery costs.
 - d. **Insurance Requirements**
Offerer should be familiar with all applicable Insurance Requirements
 - e. **Vendor Data Sheet**
Offerer information and W-9 Form must be completed and returned with offer.
 - f. **Exhibit 2 - Bid Bond Requirements**
 - g. **Exhibit 3 - Performance Bond Requirements**
 - h. **Exhibit 4 - Payment Bond Requirements**
 - i. **Exhibit 5 - Federal Wage Rate**
 - j. **Exhibit 6 - Building/Construction Workers' Compensation Requirements**

BRAZORIA COUNTY

SCOPE OF WORK

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

The County Road 58 Project from County Road 48 to State Highway 288 in Brazoria County, involves widening 1.79 miles of the existing two (2) lane, undivided, asphalt roadway with open ditches to a four (4) lane raised median highway consisting of grading, drainage structures, lime treated subgrade, continuously reinforced concrete pavement, with median curb and median openings, left turn lanes, and a combined open ditch / storm sewer drainage system with concrete pipe, concrete box culverts, a detention pond and two outfalls.

ROADWAY AND PAVING:

The proposed typical section contains four 12-foot lanes, and a curb boulevard section with a storm sewer system from the intersection of CR 58/CR 48 to the east side of the Jeter Elementary School property. From this location east, the proposed typical section contains four 12-foot lanes with a 16-foot curbed median, 5 foot paved shoulders with an earthen berm and an open ditch drainage system.

DRAINAGE:

The proposed drainage for the project will have a storm sewer system near the CR 58/CR 48 intersection, with open ditches on both the north and south sides of the remainder of the roadway, draining to two separate outfalls that tie into Mustang Bayou. The westerly outfall will include excavation and embankment, a road crossing, detention pond, and restrictor pipes and the east outfall will include excavation, and a restrictor pipe, along with erosion and vegetative protection.

1.0 PRE-BID MEETING

A mandatory pre-bid meeting will be held on Monday, February 1, 2010 at 10:00 a.m. in the conference room of the County Engineering Department, 451 N. Velasco Street, suite 230, Angleton, Texas. Attendance is mandatory in order to submit a bid.

2.0 PERIOD OF CONTRACT

- 2.1 Award will be made to the lowest and best bid meeting specifications. Contract term will begin upon award and continue until completion of the project. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.
- 2.2 Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

3.0 REQUIREMENTS

- 3.1 Purchase Orders
 - 3.1.1 Brazoria County Purchasing Department may issue Blanket Purchase Orders / Purchase Order Releases and or Purchase Orders. The Blanket Purchase Order, Purchase Order Releases and / or Purchase Orders will contain the bill to information for the department.
 - 3.1.2 The awarded vendor must receive a proper Purchase Order Number from Brazoria County.

Initials_____

- 8.2.1 What work was not performed
- 8.2.2 Day work was not performed
- 8.2.3 Weather conditions at the site on that particular day

The letter must be received by close of the next business day, or a weather day will not be granted.

9.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

Technical specifications and complete drawings are available at the following website: ftp.brazoria-county.com. All interested parties will need to contact the Purchasing Department in order to register as a bidder. Once registered, you will be issued a user name and password in order to log onto the site to download the documents.

10.0 TIME AND COMPLETION OF WORK:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" by Brazoria County and to substantially complete the project with the number of calendar days specified in his contractor's statement of completion.

11.0 PAYMENT AND FINAL INSPECTION:

- 11.1 Payments and final inspection - basis of payments on the contract will be as set forth in the agreement. This agreement will provide for monthly payments equivalent to 90% of the value of work complete, including value of materials stored at the job site up to the first day of that month, less previous payments. Final payment shall be due 30 days after completion and acceptance of the work provided all items on the official punch list be satisfactorily completed.
- 11.2 Formal acceptance of the project will be at the next regular Commissioners Court meeting following the final inspection by Brazoria County's duly authorized representative(s). Final inspection will not be made until the contractor notifies Brazoria County in writing that the contract is complete, including all items on punch lists given Contractor as a result of preliminary inspections made by Brazoria County's representative (s), and the project ready for final inspection.

12.0 LIQUIDATED DAMAGES:

- 12.1 If the Contractor shall fail to fully complete the work within the time specified (subject however to extensions of time duly granted in the manner and for the causes specified in the General Conditions) the Contractor shall be charged by Brazoria County a liquidated and ascertained damages the sum of one thousand (\$1,000.00) dollars for each calendar day that the work remains incomplete beyond the time herein fixed for the completion, it being hereby expressly and mutually agreed that from the nature of the case it would be impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail to fully complete the work within the time specified, and it being further agreed that said charge herein provided for is reasonable and proper in the premises. The amount so charged may be deducted by Brazoria County from any moneys which might otherwise be or become payable to the Contractor.

13.0 PROJECT MANAGER

Trey Haskins
Brazoria County Engineering Department
451 N. Velasco Street, suite 230
Angleton, TX 77515

Initials _____

BRAZORIA COUNTY

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

EXHIBIT 1 – BID OFFER SHEET

Please download the above Exhibit 1 from the following website and include it with your bid response.

<http://www.brazoria-county.com/purch/bids.asp>

The following documents can be found at <ftp.brazoria-county.com>. Once registered with the Brazoria County Purchasing Department, you will be issued a user name and password to log onto the site to download the following:

COUNTY ROAD 58 CONSTRUCTION PLANS (DRAWINGS)

10-27 CR 58 SPECIFICATIONS

BRAZORIA COUNTY STATEMENT OF NO BID

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:
Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas
77515.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: _____

BRAZORIA COUNTY SPECIAL REQUIREMENTS

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

BIDDER INSTRUCTIONS:

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

The following requirements and specifications supersede other requirements where applicable.

General

All bids inclusive of pricing shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Brazoria County premises and will be the bidder's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Invitation to Bid, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the Brazoria County Purchasing Director.

No award or acquisition can be made until Commissioners' Court approves such action.

This Invitation to Bid in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the bidder in preparing a response to this ITB. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Brazoria County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

ITB Form Completion

Bidder shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and **FOUR** (4) copies of the complete ITB form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** ITBs are to be **F.O.B. Destination, Net Thirty (30) Days**.

Initials _____

Exceptions

Bidder/Offeree must provide any and all warranty terms and conditions. Bidder/Offeree Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail. Bidder/Offeree must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

ITB Returns

Bidders must return all completed bids to the Brazoria County Purchasing Department at the address below **no later than 10:00 A.M.** on the date specified. Late ITBs will not be accepted. ITBs must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

PHYSICAL ADDRESS:

CHARLES CROOK, CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

PREPARATION OF BID/OFFERS: Bid/offers must be submitted on the forms provided in this package, in ink or typewritten. The Bid/offer Price sheet(s), the Certification sheet and the Contract sheet must be manually signed by an officer of the company having the authority to bind the firm into a contract. These sheets, together with any addendum receipt forms which may have been issued, must be enclosed in a sealed envelope marked with the bidder’s company name, the bid/offer name, number and due date.

ITEMS TO BE FURNISHED AS PART OF BID/OFFER:

1. Signed certification (Page 1)
2. Signed contact sheet (undated)
3. Signed and initialed bid / offer sheet
4. Initialed pages of special requirements and terms and conditions
5. Signed Bidder / Offerer’s Affirmation
6. Signed Bidder / Offerer’s SDN’s / Blocked Persons Affirmation
7. Certificate of Insurance
8. Vendor Data Sheet
9. Addendum receipt forms (if applicable)
10. Samples, if required by Technical Specifications
11. References when required by Technical Specifications

Failure to provide these items may result in rejection of bid/offer.

Late Bid/Offers

Bids/Offers received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers 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/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Bidders offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Initials _____

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the bidder without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the bid/proposal. Bidder will incur any costs not explicitly included in the bid/proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder’s net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: A price redetermination may be considered by Brazoria County only after six (6) months of the contract period has elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Awarded vendor must provide supporting documentation (i.e., increase in manufacturers direct cost, etc.) with request for price increase. The bidder’s past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Contract Obligations

This bid, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. The selected bidder will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The bidder’s response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

Initials _____

BRAZORIA COUNTY

STANDARD TERMS AND CONDITIONS

- 1. FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit 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 Brazoria County fiscal year shall be subject to budget approval.
- 2. DELIVERY:** Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.
- 3. AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
 - 3.1** Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.
- 4. EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
- 5. CONTRACT:** The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.
- 6. INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - 6.1** It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
- 7. DEFAULT OF BIDDER:** If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.
 - 7.1** Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.
- 8. ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.
- 9. SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

Initials _____

10. ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

11. 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.

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

12. REFERENCES: During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

13. INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission 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.

15. INDEMNIFICATION: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, 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 of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

Initials _____

- 18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.
- 19. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
- 20. TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.
- 20.1** In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.
- 20.2** In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- 21. DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.
- 23. HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
- 24. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Initials _____

- 27. WARRANTY:** Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.
- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria 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. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to Texas Open Records requirements.

- 30. DRAWINGS:** All plans and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.
- 32. BID BOND:** When applicable, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Brazoria County (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)
- 33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (*See Package Checklist.*)
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

Initials_____

37. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

39. PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials_____

**BRAZORIA COUNTY
BIDDER/OFFERER'S AFFIRMATION**

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

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

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

3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Offerer, hereby affirms that Bidder/Offerer:
(Please check all that are applicable)

_____ Does not own taxable property in Brazoria County.

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

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

**BRAZORIA COUNTY
BIDDER/OFFERER'S SDNs/BLOCKED PERSONS
AFFIRMATION**

ITB #10-27 BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT

This sheet must be completed, signed, and returned by Bidder/Offerer

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Local Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Offerer, hereby affirms that Bidder/Offerer:
(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _ _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

**BRAZORIA COUNTY
RETURN LABEL**

*******LATE BIDS CAN NOT BE ACCEPTED*******

SEALED INVITATION TO BID

ITB#:	10-27
OPENING DATE:	FRIDAY, MARCH 5, 2010
OPENING TIME:	10:00A.M. C.S.T.
ITB DESCRIPTION:	BRAZORIA COUNTY – COUNTY ROAD 58 MOBILITY PROJECT
RETURN OFFER TO:	<u>PHYSICAL ADDRESS:</u> CHARLES CROOK, CPPB COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N.VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP
ENSURE PROPER DELIVERY!

*****VENDOR MUST RETURN ONE (1) ORIGINAL AND FOUR(4)
COMPLETE COPIES OF THE BID DOCUMENTS*****

*******LATE BIDS CAN NOT BE ACCEPTED*******