

MORRISON

SUPPLY COMPANY

a **MORSCO** brand

BRANCH 1027 LONGVIEW
930 N FREDONIA STREET
LONGVIEW, TX 75601-5315
Phone 903-234-2183
Fax 903-234-2146



Quotation

EXPIRATION DATE	QUOTE NUMBER
11/03/2021	S111623425
PLEASE REMIT TO MORRISON SUPPLY PO BOX 841183 DALLAS, TX 75284-1183 Phone 903-234-2183	PAGE NO
	2 of 2

QUOTE TO

SHIP TO

PANOLA COUNTY ROAD & BRIDGE
1121 E SABINE
CARTHAGE, TX 75633-2029

PANOLA COUNTY ROAD & BRIDGE SHOP
1121 E SABINE
CARTHAGE, TX 75633-2029

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
207442	q-601638 v1	205460	House/Branch Sales 1021	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Scott Powell	PICK UP		10/04/2021	No
ORDER QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	EXT PRICE
20ea	874629	** ADVD 48950020 48 N 12 PIPE SOLID (SERIES 95) SPECIAL ORDER - NON RETURNABLE	60 289/ea	1205 78
20ea	874630	** ADD 60950020 60 N 12 PIPE SOLID (SERIES 95) SPECIAL ORDER - NON RETURNABLE	107 511/ea	2150 22
1ea	43818	*ADVDRN DBL WALL DDPE SPILT CPLG PN 1265AA	13 389/ea	13 39
1ea	43823	*ADVDRN DBL WALL SPLIT CPLG PN 1565AA	22 322/ea	22 32
1ea	43829	*ADVDRN DBL WALL HDPE SPLIT CPLG PN 1865AA	37 989/ea	37 99
1ea	43837	*ADVDRN DBL WALL HDPE SPLIT CPLG PN 2465AA	53 989/ea	53 99
1ea	43845	*ADVDRN DBL WALL SPLIT CPLG PN 3065AA	126 722/ea	126 72
1ea	43893	*ADVDRN DW HDPE SPLIT CPLG PN 3661AA	175 444/ea	175 44
1ea	874693	** ADVD 4265AA DW HDPE SPLIT COUPLER SPECIAL ORDER - NON RETURNABLE	256 889/ea	256 89
1ea	874694	** ADVD 4865AA DW SPLIT COUPLER SPECIAL ORDER - NON RETURNABLE	300 978/ea	300 98
1ea	135934	*ADVDRN 60 SPLIT CPLG PN 6065AA	466 344/ea	466 34

IF we received a copy of the project plans and specifications, then this quotation is based on our interpretation and understanding of the requirements therein. We believe that our quotation does reasonably cover these requirements. However, it is the responsibility of the purchaser to check our quotation, as it is not in any way guaranteed. The responsibility lies with the purchaser to determine the suitability of the material being quoted for the intended use. It is the responsibility of the purchaser to verify quantity, sizes, and descriptions prior to placement of order. This quotation may include special order material not subject to returns or cancellation.

Subtotal	8201 16
S&H Charges	0 00
Amount Due	8201 16

Sales Tax not included

www.morsco.com

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Scott Powell		PICK UP		10/04/2021	No
ORDER QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	EXT PRICE	
		Dear Valued Customer, Our commitment to you is to be transparent and consistent at all times. Weather events, the ongoing impact of COVID 19, and increased demand both domestically and internationally have severely impacted raw material suppliers. As a result, we expect continued volatility of pricing and availability, including several suppliers declaring Force Majeure. Due to this, all quotes will be updated to reflect the current price when released for immediate shipment. We will closely monitor the ongoing impacts and will keep you informed.			
20ft	43586	*ADVDRN 12 X 12 PIPE SOLID PE 20 PN 12950020	6 822/ft	136 44	
20ft	43590	*ADVDRN 15 N 12 PIPE SOLID PE 20 PN 15950020	9 278/ft	185 56	
20ft	43598	*ADVDRN 18 N 12 PIPE SOLID PE 20 PN 18950020	13 100/ft	262 00	
20ft	43752	*ADVDRN 24 N 12 PIPE SOLID PE 20 PN 24950020	21 144/ft	422 88	
20ea	851760	** 30 ADS PIPE 30950020DW PIPE SPECIAL ORDER - NON RETURNABLE	27 033/ea	540 66	
20FT	1486441	** ADS HDPE 36X20 SOIL TIGHT ASTM PIPE 36950020DW SPECIAL ORDER - NON RETURNABLE	38 922/FT	778 44	
20ea	874596	** ADVD 42950020 42 N 12 PIPE SOLID (SERIES 95) SPECIAL ORDER - NON RETURNABLE	53 256/ea	1065 12	

** Continued on Next Page **

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

1:30 P.M., TUESDAY, OCTOBER 12, 2021.

MARK ENVELOPE

“POLYETHYLENE CORRUGATED CULVERTS”

Bidder shall sign and date the bid. Bids, which are not signed and dated, can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.


SIGNATURE OF BIDDER

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas, sealed bids will be received for:

POLYETHYLENE CORRUGATED CULVERTS

TO PROVIDE for an annual contract commencing **January 1, 2022** and continuing for a twelve month period.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:


**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., TUESDAY, OCTOBER 12, 2021.**

MARK ENVELOPES:

“POLYETHYLENE CORRUGATED CULVERTS”

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE
BEFORE OPENING DATE AND TIME**


SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2022 thru December 31, 2022.**

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

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

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid shall not include sales taxes.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.


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

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 will be made in writing by the Panola County Judge.

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 Panola County.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

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



Signature of Bidder

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

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

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

ADDENDA: Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

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

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.

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


Signature of Bidder

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola 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.

TERMINATION FOR DEFAULT: Panola 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 in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date.

2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.


Signature of Bidder

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder 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 successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola 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 Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.


Signature of Bidder

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder 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.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

WARRANTY: Successful bidder 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.

REMEDIES: The successful bidder and Panola 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 Panola County, 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 Panola 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.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, https://www.ethics.state.tx.us/whatsnew/clf_info_form1295.htm, for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.


Signature of Bidder

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

Texas Government Code Sec. 2270.002 Provision Required in Contract:

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Melanie Earle, Road and Bridge Warehouse Coordinator at (903) 693-3763.**


Signature of Bidder

**SPECIFICATIONS
POLYETHYLENE CORRUGATED CULVERTS**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS ON THE FOLLOWING:

POLYETHYLENE CORRUGATED CULVERTS

Bids should be based on the appropriate unit as requested and should include delivery to the Panola County Warehouse in Carthage, Texas. Any exceptions to the specifications should be noted on the bid form. The term of this contract is from **January 1, 2022 through December 31, 2022**.

SCOPE: It is the intent of these specifications to describe new, high-density polyethylene corrugated culverts with an integrally formed smooth interior delivered in 20' joints. The nominal size for the culvert and fittings is based on the nominal inside diameter of the culvert.

Joints will be made with split couplings, requiring bands, corrugated to engage the culvert corrugations, and will engage a minimum of four (4) corrugations, two (2) on each side of the culvert joint.

ESTIMATED QUANTITY: The estimated quantity of culverts to be purchased by Panola County during the term of this contract is **3000** linear feet. However, Panola County is not obligated to purchase this or any other quantity of material.

DELIVERY: Delivery is to be to the Panola County Warehouse. No Friday deliveries will be permitted without prior consent.

BID FORM AND CONTRACT

POLYETHYLENE CORRUGATED CULVERTS

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

I (we) hereby agree to provide to Panola County, Texas for **Fiscal Year 2022** polyethylene corrugated culverts for the following prices:

NOMINAL DIAMETER	CULVERT \$/FT.	COUPLING \$/EA.
12"	6.822	13.389
15"	9.278	22.322
18"	13.100	37.989
24"	21.144	53,989
30"	27.033	126.722
36"	38.922	175.444
42"	53.256	256.889
48"	60.289	300.978
60"	107.511	466.344
72"	NA	

DELIVERY FEE/CHARGE _____

Exceptions To Specifications:

J Powell
SIGNATURE

MORRISON Supply
COMPANY NAME

930 N Fredonia
ADDRESS

Longview TEXAS 75601
CITY STATE ZIP

936.930-5939
TELEPHONE NUMBER

9-9-21
DATE

ACCEPTED:

Daniel G. Anderson
COUNTY JUDGE

10-12-2021
DATE