

SCURRY COUNTY, TEXAS

**INVITATION TO BID - BID NO. 2026- B-JANUARY**

RETURN BID TO:               SCURRY COUNTY JUDGE'S OFFICE  
SCURRY COUNTY COURTHOUSE  
SNYDER, TEXAS 79549

**PLEASE BID ALL PLANTS**

The enclosed INVITATION TO BID and accompanying SPECIFICATION AND BID SHEET (s) are for your convenience in bidding the enclosed referenced products and/or services for SCURRY COUNTY.

Sealed bids shall be received no later than:

**TUESDAY, JANUARY 6, 2026, at 10:00 A.M.**

**MARK ENVELOPE: BID NO. 2026- B-JANUARY**

**SEALCOATING ASPHALT**

Bidder shall sign and date the bid.

**Bids which are not signed and dated will be rejected.**

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

SCURRY COUNTY is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the County Judge's office, at 325-573-8576.

SCURRY COUNTY  
INVITATION TO BID  
INSTRUCTIONS/TERMS OF CONTRACT

**BID NO. BID NO. 2026- B-JANUARY**

By Order of the Commissioners' Court of Scurry County, Texas, sealed bids will be received for:

**Sealcoating Asphalt (CSS – 1/H)**

IT IS UNDERSTOOD that the Commissioners of Scurry 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 interest of Scurry County.

***Each bid shall be placed in a separate sealed envelope and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS AND EMAILS SHALL NOT BE ACCEPTED.***

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

SCURRY COUNTY JUDGE'S OFFICE  
SCURRY COUNTY COURTHOUSE  
1806 25<sup>TH</sup> STREET, SUITE 302  
SNYDER, TEXAS 79549

Not later than **TUESDAY, JANUARY 6, 2026, at 10:00 A.M.**

**MARK ENVELOPE: BID NO. 2026-B-JANUARY  
SEALCOATING ASPHALT**

**ALL BIDS MUST BE RECEIVED IN COUNTY JUDGE'S OFFICE BEFORE TUESDAY, JANUARY 6, 2026, AT 10:00 A.M. BIDS AFTER THIS DATE WILL BE RETURNED UNOPENED.**

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

**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.

**SALES TAX:** Scurry County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on county property in the total price of the sale and shall be responsible to report and pay such taxes in a timely manner.

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

**CONTRACT:** This bid, when properly accepted by Scurry County, shall constitute a contract equally binding between the successful bidder and Scurry County. No different or additional terms will become a part of this contract except for 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 to the Scurry County Judge or to the Scurry County Commissioners' Court.

The bidder's history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Scurry County reserves the right to accept or reject any/all price predetermination as it deems to be in the best interest of the county.

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

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 Scurry 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 for performing in strict accordance with the specifications of the invitation. Scurry County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

ADDENDA: Any interpretations, corrections, or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Scurry County Judge and/or Commissioners' Court. 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.

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.

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

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

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Scurry 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 indemnifies and will indemnify and save harmless Scurry County from liability, claim or demand on their part, agents' servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Scurry County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Scurry 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 thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Scurry County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.

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

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

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, Scurry 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 right shall terminate.

Bidder, in submitting this bid, agrees that Scurry County shall not be liable to prosecution for damages if 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 Scurry 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 Snyder, Texas, by registered or Certified Mail with sufficient postage affixed thereto, address 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 Scurry County from claims involving infringements of patents and /or copyrights.

**CONTRACT ADMINISTRATOR:** Under this contract, Scurry 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, JUDGE DAN R. HICKS, JR. will serve as liaison between Scurry County and the successful bidder.

**REMEDIES:** The successful bidder and Scurry 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 Scurry 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 Scurry County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications 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 based on this statement.

**ANY QUESTIONS** concerning this Invitation to Bid, and Specifications should be directed to the County Judge's Office at 325-573-8576.