

BID FORM
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

TOWN OF BYHALIA
225 HIGHWAY 309 SOUTH
BYHALIA, MS 38611

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Failure to acknowledge all addenda may result in disqualification

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than award of the Contract.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

THE TOWN OF BYHALIA

SIDEWALK RECONSTRUCTION
PROJECT NO. SM18-828, PHASE II
BYHALIA, MISSISSIPPI

BID ITEM NO.	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
	<u>BASE BID ITEMS</u>						
S-200-A	MOBILIZATION	1.0	L.S.	XXXXX	XXXXX	60,976	60
S-201-A	CLEARING AND GRUBBING	1.0	L.S.	XXXXX	XXXXX	1,532	00
S-202-B	REMOVAL OF CONCRETE BOX	2.0	EACH	383	00	766	00
S-202-D	REMOVAL OF CONCRETE DRIVEWAYS	39.0	S.Y.	24	00	936	00
S-202-D	REMOVAL OF CONCRETE PAVED DITCH	48.0	S.Y.	16	50	792	00
S-202-D	REMOVAL OF HOT MIX ASPHALT, ALL DEPTHS	66.0	S.Y.	20	25	1,336	50
S-202-E	REMOVAL OF EXISTING 24" PIPE	103.0	L.F.	29	75	3,064	25
S-202-E	REMOVAL OF EXISTING 30" PIPE	17.0	L.F.	25	50	433	50
S-202-E	REMOVAL OF EXISTING 36" PIPE	45.0	L.F.	34	00	1,530	00
S-901-202-F	REMOVE AND RELAY EXISTING RIP-RAP	50.0	S.Y.	36	86	1,843	00
S-203-E	BORROW EXCAVATION, (CONTRACTOR FURNISHED, LVM)	200.0	C.Y.	78	19	15,638	00

BID ITEM NO.	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
S-203-A	UNCLASSIFIED EXCAVATION	1,000.0	C.Y.	6	12	6,120	00
S-907-503-C	SAW CUTTING, (ALL DEPTHS)	310.0	L.F.	7	75	2,402	50
S-229-A	CONCRETE PAVED DITCH	2.0	C.Y.	1,961	00	3,922	00
S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	3.5	C.Y.	1,174	00	4,109	00
S-602-A	REINFORCING STEEL	250.0	LB.	1	33	332	50
S-603-PE	15" HDPE DRAIN PIPE	20.0	L.F.	68	50	1,370	00
S-603-PE	24" HDPE DRAIN PIPE	10.0	L.F.	238	75	2,387	50
S-603-N-C	58" x 36" ARCH ALUMINIZED PIPE	135.0	L.F.	265	75	35,876	25
S-603-PF	24" HDPE FLARED END SECTION	1.0	EACH	473	00	473	00
S-603-N-D	58" X 36" ARCH ALUMINIZED FLARED END SECTION	4.0	EACH	3,311	00	13,244	00
S-608-A	CONCRETE SIDEWALK	243.0	S.Y.	131	80	32,027	40
S-608-B	CONCRETE PAVED DRIVEWAY WITH WIRE MESH	20.0	S.Y.	133	90	2,678	00
S-907-608-Z	DETECTABLE WARNING PANELS	1.0	EACH	189	00	189	00
S-304-D	LIMESTONE	30.0	TON	176	00	5,280	00
S-403-A	HOT MIX ASPHALT (PAVEMENT REPAIR)	6.0	TON	693	00	4,158	00
S-618-A	MAINTENANCE OF TRAFFIC	1.0	L.S.	XXXXXX	XXXXXX	5,397	00

BID ITEM NO.	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
S-815-A	LOOSE RIP-RAP (100 LB)	15.0	TON	164	00	2,460	00
S-212-B	COMMERCIAL FERTILIZER (13:13:13)	0.5	TON	2,054	00	1,027	00
S-214-A	SEEDING	0.1	ACRE	3,315	00	331	50
S-215-A	VEGETATIVE MULCH	0.5	TON	685	00	342	50
S-226-A	SOLID SODDING	750.0	S.Y.	6	74	5,055	00
TOTAL BASE BID:						218,030	00

BID ITEM NO.	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
	<u>ADDITIVE ALTERNATE:</u>						
S-202-D	REMOVAL OF OLD PIPE	1.0	L.S.	XXXXX	XXXXX	433	00
S-202-D	REMOVAL OF HOT MIX ASPHALT, ALL DEPTHS	27.0	S.Y.	35	50	958	50
S-203-E	BORROW EXCAVATION, (CONTRACTOR FURNISHED, LVM)	200.0	C.Y.	78	19	15,638	00
S-907-503-C	SAW CUTTING (ALL DEPTHS)	43.0	L.F.	6	00	258	00
S-603-N-C	58" x 36" ARCH ALUMINIZED PIPE	50.0	L.F.	272	00	13,600	00
S-304-D	LIMESTONE	3.0	TON	70	00	210	00
S-403-A	HOT MIX ASPHALT (PAVEMENT REPAIR)	2.0	TON	771	00	1,542	00
S-815-A	LOOSE RIP-RAP (100 LB)	10.0	TON	155	15	1,551	50
S-226-A	SOLID SODDING	100.0	S.Y.	4	90	490	00
TOTAL ADDITIVE ALTERNATE:						34,681	00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 60 Working Days and will be completed and ready for final payment within 75 Working Days in accordance with Paragraph 14.07.B of the General Conditions and as indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond or Certified Check in the amount of 5% of the Bid.
 - B. The bound copy of the Bidding Documents shall be submitted intact along with the unbound copy of the Bid and the Bid security.
 - C. Acknowledgement of all exceptions, clarifications and addenda.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Bid Submittal

8.02 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Pavecon Ltd. Co. (SEAL)

State of Incorporation: Texas

Type (General Business, Professional, Service, Limited Liability): Limited Liability Company

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (typed or printed): Daniel Kilmen

Title: President
(CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: 3022 Roy Orr Blvd., Grand Prairie, TX 75050

Phone: (601) 371-9948 Facsimile: (601) 371-9906

Submitted on: 9/15/20

State Certificate of Responsibility No. 17886-SC

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF STATE AID ROAD CONSTRUCTION

CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: SM18-828, Phase II County: Marshall

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Office of State Aid Road Construction, Department of Employment Security, State Tax Commission, Secretary of State, and Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the County and the Office of State Aid Road Construction has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the Office of State Aid Road Construction if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the Office of State Aid Road Construction, if requested, for the benefit of the County and the Office of State Road Construction or this Contract.

1385160
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

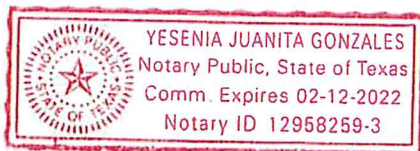
BY: [Signature]
Authorized Officer or Agent

9/15/20
Date

Daniel Kilman
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the 15 day of September, 2020.



Yesenia Gonzales
NOTARY PUBLIC

My Commission Expires: 02-12-22

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Pavecon Ltd. Co. DBA Pavecon

3022 Roy Orr Blvd, Grand Prairie, Texas 75050

_____ as Principal, hereinafter called the Principal,

and the Western Surety Company

of 151 Franklin St., Chicago, IL 60606

_____, a corporation duly organized under

the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Byhalia, MS, 225 Highway 209, Byhalia, MS 38611

as Obligee, hereinafter called the Obligee,

in the sum of *** FIVE PERCENT OF TOTAL AMOUNT BID BY PRINCIPAL ***

Dollars (5% TAB), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

Sidewalk Reconstruction-Project No. SM18-828, Phase II

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of September, 2020

Cindy Casto

Witness

Pavecon Ltd. Co. DBA Pavecon

(Seal)

Principal

Daniel Kilman President

Title

Western Surety Company

By

Michael D. Hendrickson
Michael D. Hendrickson Attorney-in-Fact

Peggy L. Jackson
Peggy L. Jackson, MS Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Patricia Ann Lyttle, Individually, of Addison, TX

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of April, 2020.



WESTERN SURETY COMPANY

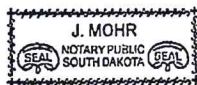
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of April, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September 2020



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

- 1 To obtain information or make a complaint:
- 2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.
- 3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

- 4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

- 6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

State of Mississippi

BOARD OF CONTRACTORS

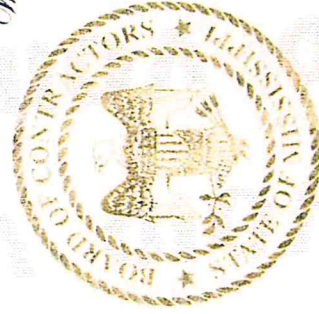
ACTIVE

PAVECON, LTD.
6677 I-55 SOUTH
BYRAM, MS 39272

is duly registered and entitled to perform

DRIVEWAYS, PARKING AREAS, ASPHALT/CONCRETE

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 29 day of Jan., 2020



CERTIFICATE OF RESPONSIBILITY

No. 17886-SC

Expires Jan. 29, 2021

Joel Q. Canall

CHAIRMAN OF THE BOARD

SECTION 2.29

Reciprocity

Texas law requires that out-of-state bidders who reside in states that grant resident bidder preferences for that state's purchases be evaluated in the same manner that a Texas resident bidder would be evaluated in the out-of-state bidder's home state. Specifically the law states:

A [Texas] governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Tex. Government Code § 2252.002).

This process of evaluating out-of-state bidders is generally known as "reciprocity."

In a bidding situation, if a nonresident bidder's home state grants a *preference* to its resident bidders, an equal *penalty* is added to the nonresident bidder's proposal when bidding in Texas. The action is opposite, a preference becomes a penalty, but the amount is equal.

For example, state A grants its in-state bidders a 10% preference when bidding on agricultural products. By granting a 10% preference to in-state bidders, state A is essentially penalizing Texas bidders 10% for not being residents.

Texas reciprocates by adding a 10% *penalty* to the bidder from state A which essentially gives a 10% *preference* to Texas bidders. The state A bidder gets a 10% *preference* over Texas bidders in state A. Conversely, the state A bidder gets a 10% *penalty* when bidding in Texas.

Reciprocity and resident bidder preferences *do not* apply in the evaluation of solicitations that involve the use of federal funds (Texas Government Code §2252.004). Further, reciprocity only applies to the *evaluation* of the bids and only in situations where the preference from the bidder's state is based on residency. Awards are made at the original bid price.

To help governmental entities in their duty to evaluate bids in a reciprocal manner, TPASS is required to publish a list of the states that give a preference based on residency (Texas Government Code §2252.003(a)). The list is published annually in the *Texas Register*. The list provided at ... will be updated as changes occur. The list is a valuable resource. However, the TPASS stresses that statutes should be construed in their entirety. Before relying on any section for evaluation of a bid, TPASS recommends obtaining and reviewing the relevant law or regulation in its entirety.

Reciprocity Reference Documents:

[List of States with Resident Bidder and Reciprocal Preferences revised \[pdf version\]](#)

[State Map with Links to Individual States' Resident Bidder and Reciprocal Preferences](#)



Mississippi Division
6677 I-55 South Byram, MS 39272
Office: 601-371-9948 Fax: 601-371-9906

To Whom It May Concern:

Daniel Kilman, as the esteemed President of Pavecon, has been granted all authority and proxy to sign bid documents for City, State and Private construction projects in the state of Mississippi.

Sincerely,

Don Heierman

Don Heierman
Chief Financial Officer

We Bring Value to the Surface

o. 972.263.3223 | f. 972.263.6551

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