

HOUSTON COUNTY, TEXAS
JIM LOVELL, COUNTY JUDGE
401 E. GOLIAD, STE 201, CROCKETT, TX 75835
936-544-3255 X 224 – FAX-936-544-8053

BID NUMBER: 2019-4

INVITATION TO BID

ITEM: CONTRACT HAULING / DELIVERY OF ROAD MATERIALS

DEADLINE: April 18, 2019 @ 11:00 am

Date of Opening: April 18, 2019 @ 11:05 am

**Location: Houston County Auditor's Office, County Annex Building
401 E. Goliad, Ste 204, Crockett, TX 75835**

Date of Award: April 23, 2019 @ 10:00 am

**Location: Houston County Commissioners Court Room
401 E Goliad, Crockett, TX 75835**

Period of Contract: May 1, 2019 through April 30, 2020

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the County Auditor's Office, 401 E. Goliad, Ste 204, Crockett, Texas 75835 by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid item and opening date on the outside of the envelope.*
2. Bids received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Houston County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Houston County Auditor and the approval of the Commissioners Court.

4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid
5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to the Houston County Auditor's Office, 401 E. Goliad, Ste 204, Crockett, Texas 75835. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Houston County terms of invoice are net thirty (30) days from statement date.
9. Bidder shall furnish the required materials at the price quoted and will not raise the price for the first one hundred and eighty (180) days of the contract regardless of price increases.
10. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in ninety (90) day increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus one hundred and eighty (180) days.
11. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination of the contract by the County. The County shall not pay for supplies which are unsatisfactory. The County may give Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
12. If quantities are indicated in the bid they are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
13. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, Contractor may elect to terminate this agreement, with no additional liability to the County. County and Contractor agree that termination shall be Contractor's sole remedy under this circumstance.

14. The bid award shall be based on, but not necessarily limited to the following factors:

- Total price
- Special needs and requirements of Houston County
- Houston County's evaluation of Contractor's ability
- Contractor's past performance record with any Texas County
- Houston County reserves the right to award contracts on a line by line basis for the cost of transportation (mileage w/fuel surcharge) the County will experience to deliver the product to the desired locations, as it deems to be in the best interest of the County. In the event the lowest awarded vendor is unable to respond, Houston County shall commence request with the next to lowest awarded bidder (and so on). Bidder is requested to state minimum delivery quantity (if any) and any limitations on delivery schedule (if any) and this will be an important consideration in the determination of the lowest and best bid.

15. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.

16. The Contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.

17. All insurance requirements, including workers' compensation and liability, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.

18. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Houston County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Houston County, Texas.

19. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

20. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

21. This bid, when properly accepted by Houston County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Houston County. No different or additional terms will become a part of this contract.

22. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION,**

COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.

23. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

24. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

25. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,



Jim Lovell,
Houston County Judge

**HOUSTON COUNTY, TEXAS
JIM LOVELL, COUNTY JUDGE
401 E. GOLIAD, STE 201, CROCKETT, TX 75835
936-544-3255 X 224 – FAX-936-544-8053**

CONTRACT

**STATE OF TEXAS
COUNTY OF HOUSTON**

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Houston County Commissioners Court as the governing body of Houston County did on _____, 20_____ award a contract to _____ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Houston County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

AMENDMENT

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

CONTRACTOR/BIDDER'S AFFIRMATION

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

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Houston County.

IN TESTIMONY WHEREOF: Witness our hands at Houston County, Texas, effective as of the date awarded above, if any.

HOUSTON COUNTY

BY _____
Jim Lovell, County Judge

ATTEST: _____
Terri Meadows, County Clerk

CONTRACTOR

Name of Contracting Company

Contact Name

Title

Mailing Address

City State Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone Fax E-mail address

****Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.**

SPECIFICATIONS/REQUIREMENTS

1. **Requested Materials / Services** – Delivery of ordered road materials including but not limited to limestone rock #2, 1" x 3" and crushed concrete from a designated location to various locations throughout the county including Precinct Barns and specified roads/jobsites calculated per loaded mile.
2. **Scope** - Vendor shall provide Houston County with the specified supplies and services to meet or exceed the specifications listed below. Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a period beginning on the award date and ending one year later. The County reserves the option to extend this contract for up to four (4) additional twelve (12) month terms upon agreement with the vendor, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Houston County Commissioner's Court. Once renewal options are exhausted, the contract must be rebid. Houston County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.
3. **Delivery** - The successful bidder is responsible to be familiar with the geographical areas of Houston County. A map of Houston County is available for viewing in the County Auditor's Office.
4. **Delays** - Supplier will be required to notify the County Official placing an order in the event of unforeseen delays in the delivery of specified shipments.

If the Supplier fails to deliver by the specified delivery date or is unable to give acceptable reasons for the delay, Houston County reserves the right to cancel the portion of the order(s) that the Supplier has failed to deliver and purchase it elsewhere, charging the difference in price to the Supplier awarded the contract.
5. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Houston County, Texas as certificate holder, should be provided prior to the beginning of any services being rendered.
 - a. Certificate of Insurance Requirements to specify the following limits:
 - i. Workers Compensation: Statutory Limits
 - ii. Auto Liability: \$500,000.00 Combined Single Limit
 - iii. General Liability: \$500,000.00 Combined Single Limit
6. **HB 1295** - Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. Business entities MUST complete Form 1295 online prior to contracting with Houston County.

- a. Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right hand corner of the form.
 - b. The business entity must then execute a hard copy of the form and submit it to Houston County with the submitted bid documents. Failure to submit Form 1295 with bid documents will result in disqualification.
 - c. Example form can be found on Page 14.
7. **Conflict of Interest Questionnaire** - Beginning January 1, 2006 a state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses. The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Houston County Commissioners Court members and other elected/appointed officials.
 - a. The law applies to:
 - i. Businesses and individuals who contract with Houston County,
 - ii. Businesses and individuals who seek to contract with Houston County, (regardless of whether a bidder is awarded the contract), and
 - iii. Agents who represent such businesses in their business dealings with Houston County.
 - b. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.
 - c. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. The form is on Page 15 and Page 16.
8. **References** – Provide at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided on attached form – Page 17.
9. **Request for Taxpayer Identification Number and Certification** – Vendor must complete a W-9 Form as attached with bid documents. See Page 18.

BID SHEET
TO BE COMPLETED BY BIDDER
(May choose one or any combination)

PRECINCT 1

LOCATION: 203 SOUTH COLLEGE, GRAPELAND, TX

DISTANCE FROM KOSSE TO PRECINCT BARN: 85 MILES

BASED ON PER LOADED MILE PER TON:

CHARGE FOR DELIVERY TO PRECINCT BARN:	BASE - 85 MILES:		
		<i>per mile per ton</i>	
CHARGE FOR DELIVERY TO JOBSITE IF OTHER THAN PRECINCT BARN:	KOSSE TO COUNTY LINE - 60 MILES		
		<i>per mile per loaded ton</i>	
	0 MILES TO 20 MILES:		
		<i>per mile per loaded ton</i>	
	21 MILES TO 30 MILES:		
		<i>per mile per loaded ton</i>	
	31 MILES TO 40 MILES:		
		<i>per mile per loaded ton</i>	
	41 MILES TO 50 MILES:		
		<i>per mile per loaded ton</i>	
DO YOU CHARGE A DRIVER DETENTION FEE:	YES	NO	
IF SO, WHAT IS THE COST?	\$		
AT WHAT POINT DO THE CHARGES OCCUR?			

COMMENTS: _____

BID SHEET
TO BE COMPLETED BY BIDDER
(May choose one or any combination)

PRECINCT 2

LOCATION: 603 SAN ANTONIO, CROCKETT, TX

DISTANCE FROM KOSSE TO PRECINCT BARN: 73 MILES

BASED ON PER LOADED MILE PER TON:

CHARGE FOR DELIVERY TO PRECINCT BARN:	BASE - 73 MILES:	per mile per ton	
CHARGE FOR DELIVERY TO JOBSITE IF OTHER THAN PRECINCT BARN:	KOSSE TO COUNTY LINE - 60 MILES	per mile per loaded ton	
	0 MILES TO 20 MILES:	per mile per loaded ton	
	21 MILES TO 30 MILES:	per mile per loaded ton	
	31 MILES TO 40 MILES:	per mile per loaded ton	
	41 MILES TO 50 MILES:	per mile per loaded ton	
DO YOU CHARGE A DRIVER DETENTION FEE:	YES	NO	
IF SO, WHAT IS THE COST?	<table border="1"> <tr> <td>\$</td> </tr> </table>		\$
\$			
AT WHAT POINT DO THE CHARGES OCCUR?			

COMMENTS: _____

BID SHEET
TO BE COMPLETED BY BIDDER
(May choose one or any combination)

PRECINCT 3

LOCATION: 836 FM 1280 E, LOVELADY, TX

DISTANCE FROM KOSSE TO PRECINCT BARN: 86 MILES

BASED ON PER LOADED MILE PER TON:

CHARGE FOR DELIVERY TO PRECINCT BARN:	BASE - 83 MILES:	per mile per ton
CHARGE FOR DELIVERY TO JOBSITE IF OTHER THAN PRECINCT BARN:	KOSSE TO COUNTY LINE - 60 MILES	per mile per loaded ton
	0 MILES TO 20 MILES:	per mile per loaded ton
	21 MILES TO 30 MILES:	per mile per loaded ton
	31 MILES TO 40 MILES:	per mile per loaded ton
	41 MILES TO 50 MILES:	per mile per loaded ton
DO YOU CHARGE A DRIVER DETENTION FEE:	YES	NO
IF SO, WHAT IS THE COST?	\$	
AT WHAT POINT DO THE CHARGES OCCUR?		

COMMENTS: _____

BID SHEET
TO BE COMPLETED BY BIDDER
(May choose one or any combination)

PRECINCT 4

LOCATION: 505 N WELCH, KENNARD, TX

DISTANCE FROM KOSSE TO PRECINCT BARN: 90 MILES

BASED ON PER LOADED MILE PER TON:

CHARGE FOR DELIVERY TO PRECINCT BARN:	BASE - 90 MILES:	per mile per ton
CHARGE FOR DELIVERY TO JOBSITE IF OTHER THAN PRECINCT BARN:	KOSSE TO COUNTY LINE - 60 MILES	per mile per loaded ton
	0 MILES TO 20 MILES:	per mile per loaded ton
	21 MILES TO 30 MILES:	per mile per loaded ton
	31 MILES TO 40 MILES:	per mile per loaded ton
	41 MILES TO 50 MILES:	per mile per loaded ton
DO YOU CHARGE A DRIVER DETENTION FEE:	YES	NO
IF SO, WHAT IS THE COST?	\$	
AT WHAT POINT DO THE CHARGES OCCUR?		

COMMENTS: _____

BID SHEETS COMPLETED:

- PRECINCT 1
- PRECINCT 2
- PRECINCT 3
- PRECINCT 4

BIDDERS MUST PROVIDE DETAILED INVOICES INCLUDING: DRIVER, DATE OF DELIVERY, TYPE OF MATERIAL AND TONNAGE HAULED, DELIVERY POINT, MILEAGE CLAIMED IF NOT HAULED TO COUNTY BARN AND WEIGHT TICKETS FROM PICKUP LOCATIONS.

Submitted by:

Company Name: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File



HOUSTON COUNTY, TEXAS REQUIRED VENDOR FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. **VENDOR NAME:** Name of person doing business with local governmental entity.

2. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

3. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

-----**NOTE**-----

**If Vendor has an affiliation with any local government officer, you must complete the rest of the form.
If none, skip to section 5. Sign and return form.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

4. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 4 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

5. Describe any other affiliation or business relationship that might cause a conflict of interest.

6.

Signature of person doing business with the governmental entity

Date

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

