

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: 2022 – 10**  
**\*\*\*\*\*UPDATED 07/26/2022\*\*\*\*\***

### INVITATION TO BID

<b>ITEM:</b>	<b>ARPA GRANT - CONTRACT HAULING / DELIVERY OF ROAD MATERIALS PCT 2 ONLY</b>
<b>DEADLINE:</b>	<b>August 5, 2022 @ 11:00 am</b>
<b>Date of Opening:</b>	<b>August 5, 2022 @ 11:05 am</b>
<b>Location:</b>	Houston County Auditor's Office, County Annex Building 401 E. Goliad, Ste 204, Crockett, TX 75835
<b>Date of Award:</b>	<b>August 9, 2022 @ 9:00 am</b>
<b>Location:</b>	Houston County Commissioners Court Room 401 E Goliad, Crockett, TX 75835

**Period of Contract: Length of Project**

### 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 Bids may be withdrawn at any time prior to the official opening.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,

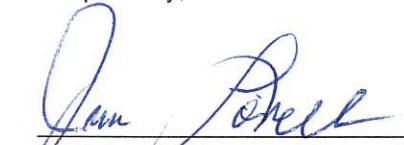
altered or withdrawn without the recommendation of the Houston County Auditor and the approval of the Commissioners Court.

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.
12. 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.
13. 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.

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
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. Any vendor vehicles or their subcontractors traveling on County roads will not exceed its legal gross weight.
18. 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.
19. 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.
20. 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.
21. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
22. 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.
23. **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.**

24. 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.
  
25. 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.
  
26. 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 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 services shall be contingent on (1) they conform, (2) the items provided by third-party and County-selected road material vendor were delivered, 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.

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 Services** – Delivery of ordered road materials approximately:
  - Primary Bid – Precinct 2
    - Haul Oil Sand CR 2120 – 2,500 tons
    - Haul Oil Sand CR 2145 - 2,000 tons
2. **Scope** - Contractor shall provide Houston County with the ordered materials from the specified vendors based on the order date and schedule of the project provided by the Commissioner.
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** - Contractor will be required to notify the designated official/individual placing the order in the event of unforeseen delays in the availability of hauling/services on the scheduled delivery day and provide reasons for the delay.

It is expressly understood and agreed that in case Houston County should need the delivery of ordered items within the time frame requested but the Contractor cannot fulfill the request, Houston County reserves the right to seek the delivery services from another contractor. This shall not be in violation of any terms or conditions of said 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)**

American Rescue Plan Act Grant Program  
 Precinct 2

\*\*\*\*\*UPDATED 07/26/2022\*\*\*\*\*

**HAULING BID**

**DEADLINE - AUGUST 5, 2022 - 11:00 AM**

PREC	MATERIALS NEEDED	ESTIMATED AMOUNT NEEDED	PICKUP LOCATION	DELIVERY LOCATION	PER LOADED MILE PER TON BID:
2	OIL SAND	2,500 TONS		CR 2120	<i>per ton</i>
2	OIL SAND	2,000 TONS		CR 2145	<i>per ton</i>

DO YOU CHARGE A DRIVER DETENTION FEE?	YES/NO	IF YES, WHAT COST? IF YES, PER HR/TON?	\$
AT WHAT POINT DO THE CHARGES OCCUR? _____			
DO YOU CHARGE A FUEL SURCHARGE?	YES/NO	IF YES, AT WHAT POINT?	
EXPLANATION OF SURCHARGE CALCULATION: _____			

COMMENTS: \_\_\_\_\_

BIDDERS MUST PROVIDE DETAILED INVOICES INCLUDING: DRIVER,  
 DATE OF DELIVERY, TYPE OF MATERIAL AND TONNAGE HAULED,  
 DELIVERY POINT, MILEAGE CLAIMED WEIGHT TICKETS FROM  
 PICKUP LOCATIONS.

*Submitted by:*

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**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.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
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\_\_\_\_.

(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



**CONFLICT OF INTEREST QUESTIONNAIRE** FORM CIQ  
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Legislature, Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). (SEE BACK OF FORM FOR COMPLETE DEFINITIONS)

By law this questionnaire must be filed with the Houston County Auditor (401 E. Gollad, Ste 204, Crockett, TX 75835) not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. Section 176.006(a-1), Local Govt Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

If Vendor has an affiliation with any local government officer. Vendor must complete the rest of the form. If none, complete section 1, write NONE in section 3, sign and date section 7, then return form.

1 Name of vendor who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# 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: \_\_\_\_\_

