

TRINITY COUNTY, TEXAS
Danny Martin, County Judge
162 W. 1st Street, Groveton, TX 75845
936-642-1746

BID NUMBER: 2025-06.24

INVITATION TO BID	
ITEM:	ROAD MATERIALS AND CONTRACT HAULING/DELIVERY OF ROAD MATERIALS ROAD & BRIDGE PRECINCTS 1-4
DEADLINE:	Friday, June 20th, 2025 @ 12:00 p.m. noon
Date of Opening/Awarded:	Tuesday, June 24th, 2025 @ 9:00 a.m.
Location:	Trinity County Commissioners Court Room 162 West 1st Street, Groveton, TX 75845
Period of Contract: October 1, 2025 through September 30, 2026	

Specifications and required submittal forms are attached or may be obtained by contacting the Trinity County Auditor's Office, Trinity County Courthouse – 162 W. First St., 3rd Floor, Groveton, TX 75845. Eligible bids must be submitted on the form provided by the County. Bids must be sealed and identified on the exterior of the envelope as “Road Materials/Contract Hauling Bid No. 2025-06.24” along with name of contractor and received at the office of the County Auditor by Friday, June 20th, 2025, at 12:00 p.m. noon.

The subject bids are scheduled to be opened, read, and awarded in the Trinity County Commissioners Court session to be held on **Tuesday, June 24th, 2025, at 9:00 a.m.**, in the Trinity County Commissioners Courtroom, 1st floor of the Trinity County Courthouse, Groveton, Texas. Contracts for material will be awarded to the successful bidder in accordance with the law for receiving bids for such material. The Trinity County Commissioners Court reserves the right to reject any and all bids or to accept the bid deemed to serve the best interest of the County.

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for the furnishing of materials and labor set forth in this invitation to bid. Completed bid proposals must be received in the County Auditor's Office by the deadline stated above. Bids may be hand delivered or expressed shipped to Trinity County Auditor, 162 W. 1st St. 3rd Floor, Groveton, Texas 75845 or by U.S. Postal Service to P.O. Box 1030, Groveton, TX 75845. All bids must be in a sealed envelope clearly marked with the bid item, name of bidder 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. Trinity 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 or email 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 Trinity 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 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 Trinity County Auditor's Office, PO Box 1030, Groveton, Texas 75845. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Trinity County terms of invoice are net thirty (30) days from statement date.
9. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination 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.

10. If quantities are indicated in the bid, they are estimated based upon information at the time bids are requested, unless otherwise stated in the specifications. 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.
11. The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price
 - Special needs and requirements of Trinity County
 - County's evaluation of Contractor's ability
 - Contractor's past performance record with any Texas County
 - Trinity 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, Trinity 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.
12. 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.
13. The Contractor shall make himself familiar with and always shall observe and comply with all federal, state, and local laws, ordinances, and regulations that, in any manner, affect the conduct of the work.
14. 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.
15. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Trinity County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Trinity County, Texas.
16. 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.
17. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
18. This bid when properly accepted by Trinity County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Trinity County. No different or additional terms will become part of this contract.

19. **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.**
20. 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.
21. 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.
22. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

Danny R. Martin
Trinity County Judge

SPECIFICATIONS

1. **Bid Purchase:** Supplier will be required to notify the County Official placing the 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, Trinity 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.
 - a. The County reserves the right to purchase materials/supplies from another supplier if the successful bidder cannot fill an order when needed.
2. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Trinity 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
3. **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 Trinity 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 Trinity County with the submitted bid documents. **Failure to submit Form 1295 with bid documents will result in disqualification.**
 - c. Example form attached as Addendum A
4. **HB 89** – Beginning September 1, 2017 a new state law prohibits contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Form attached as Addendum B.
5. **Conflict of Interest Questionnaire** - Beginning January 1, 2006 a new 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 Trinity County Commissioners Court members and other elected/appointed officials.
 - a. The law applies to:
 - i. Businesses and individuals who contract with Trinity County,
 - ii. Businesses and individuals who seek to contract with Trinity County, (regardless of whether a bidder is awarded the contract), and
 - iii. Agents who represent such businesses in their business dealings with Trinity County.

- iv. 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.
 - v. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. Form attached as Addendum C.
- 6. **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 the attached form – Addendum D.
- 7. **Request for Taxpayer Identification Number and Certification** - Vendor must complete a W-9 Form as attached with bid documents. Form attached as Addendum E.
- 8. The successful bidder shall agree to furnish the items bid for a period of one (1) year beginning October 1, 2025.
- 9. **Material Grade** - Bidder shall provide material of the highest industry standard of manufacturing pricing for the following:
 - a. **Limestone Road Base** – TxDOT Type A, Grade 1 and Grade 2 . Crushed stone produced and graded from oversized quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
 - b. **Limestone Rock** – TxDOT Type A. Crushed stone produced and graded from oversized quarried aggregate that originates from a single, naturally occurring source Do not use gravel or multiple sources.
 - i. 1" to 3" Limestone Rock
 - ii. 3" to 5" Limestone Rock
- 10. **Pricing** - The bidder shall provide pricing of Road Material / Rock as follows:
 - a. Bid price per ton for Road Materials /Rock loaded at your location on the transport vehicle provided by the county.
 - b. Bid price per ton for Road Materials/Rock delivered to a Trinity County Precinct Barn or other locations agreed upon by Trinity County and the bidder.
- 11. **Delivery to Precinct Barns** -
 - a. Precinct Locations:
 - i. Road & Bridge Precinct 1 - 202 E. Front St Groveton, TX 75845
 - ii. Road & Bridge Precinct 2 & 3 - 9111 S. State Hwy 94 Trinity, TX 75862
 - iii. Road & Bridge Precinct 4 - 900 Centerville Cutoff Road, Groveton TX 75845
 - b. Other Agreed upon location(s) as needed.
- 12. **Rock Hauling** - Contractor hauling small aggregate, rip-rap or other large stone which is picked up at various rock quarries must use rock pits, quarries or suppliers specified and authorized by the County. **Failure or refusal of contractor** to pick up and deliver from rock pits as directed by the County, shall constitute authority for the County to hire alternate contractors for delivery. The County shall have the right to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.
- 13. **NOTE** - Pursuant to LGC 262.027 the court may award more than one contract.

TRINITY COUNTY, TEXAS
DANNY MARTIN, COUNTY JUDGE
162 W 1ST ST, GROVETON, TX 75845
(936) 642-0172 fax (936) 642-1046

CONTRACT

STATE OF TEXAS
COUNTY OF TRINITY

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 Trinity County Commissioners Court as the governing body of Trinity County did on _____, 2025, 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 Trinity 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 Trinity County.

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

TRINITY COUNTY

BY _____ ATTEST: _____
Danny Martin, County Judge Shasta Bergman, 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.**

BID SUBMITTAL SHEET

MUST BE SIGNED AND SUBMITTED AS A BID COVER SHEET

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.

"I verify this bid to be in accordance with the Notice and the Instructions to Bidders, that I have read the foregoing information and specification and that I shall carry out all requirements detailed within the same".

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.

BID SUBMITTAL FORM

TO BE COMPLETED BY BIDDER

LIMESTONE BASE:

TYPE A – GRADE 1 \$_____/cu/yd

PRICE PER TON AT PLANT SITE \$_____/ton

PRECINCT 1 – GROVETON SITE DELIVERED \$_____/ton

PRECINCT 2 & 3 – TRINITY SITE DELIVERED \$_____/ton

PRECINCT 4 – CENTERVILLE CUT-OFF SITE DELIVERED \$_____/ton

TYPE A – GRADE 2 \$_____/cu/yd

PRICE PER TON AT PLANT SITE \$_____/ton

PRECINCT 1 – GROVETON SITE DELIVERED \$_____/ton

PRECINCT 2 & 3 – TRINITY SITE DELIVERED \$_____/ton

PRECINCT 4 – CENTERVILLE CUT-OFF SITE DELIVERED \$_____/ton

1 X 3 LIMESTONE ROCK \$_____/cu/yd

PRICE PER TON AT PLANT SITE \$_____/ton

PRECINCT 1 – GROVETON SITE DELIVERED \$_____/ton

PRECINCT 2 & 3 – TRINITY SITE DELIVERED \$_____/ton

PRECINCT 4 – CENTERVILLE CUT-OFF SITE DELIVERED \$_____/ton

3 X 5 LIMESTONE ROCK \$_____/cu/yd

PRICE PER TON AT PLANT SITE \$_____/ton

PRECINCT 1 – GROVETON SITE DELIVERED \$_____/ton

PRECINCT 2 & 3 – TRINITY SITE DELIVERED \$_____/ton

PRECINCT 4 – CENTERVILLE CUT-OFF SITE DELIVERED \$_____/ton

CHARGE(S) FOR DELIVERY TO JOBSITE IF OTHER THAN PRECINCT YARD – PER MILE PER LOADED TON:

ADDENDUMS:

(To be included in Bid Package)

Addendum "A" – Form 1295 (1 page)

Addendum "B" – House Bill 89 (1 page)

Addendum "C" – Conflict of Interest Questionnaire (2 pages)

Addendum "D" – Vendor References (1 page)

Addendum "E" - Form W-9 (1 page)