



NAVARRO COUNTY AUDITOR'S OFFICE

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August 28, 2018

Bid No. 2019-H-005 Annual Contract for Hauling of Aggregate

Open Date – September 24, 2018 at 10:00 a.m.

The enclosed *Invitation to Bid, Instructions/Terms of Contract and Specifications/Response Forms* are for your convenience in bidding the referenced products or services for Navarro County.

Sealed bids shall be submitted no later than:

Monday, September 24, 2018 10:00 a.m.

Mark Envelope: *Bid No. 2019-H-005 Annual Contract for Hauling of Aggregate*

Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids which are not signed and dated will be rejected.

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the Courtroom of the Navarro County Annex Building, Corsicana, Texas. You are invited to attend.

The bidder may withdraw bids at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

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

Awards should be made no later than thirty (30) days after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at

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903-654-3095.

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

Annual Contract for Hauling of Aggregate

Navarro County reserves the right to reject any or all bids for the products covered in this bid request and to waive any informalities or defects in the bidding and to accept such bids as it shall deem to be in the best interest of Navarro County.

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 8-13 in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below.

Bids should be clearly marked - *Bid No. 2019-H-005 Annual Contract for Hauling of Aggregate*

BIDS SHOULD BE RETURNED TO the following address on or before **Monday, September 24, 2018, no later than 10:00 a.m.**

Navarro County Auditor's Office
Navarro County Courthouse
300 West 3rd Ave, Suite 4
Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

All bids must be received in the County Auditor's Office before the opening date and time.

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Navarro County is requesting bids on Hauling of Aggregate for County Precincts. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2019. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

Altering Bids: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

Sales Tax: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

Contract: This bid, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bidder and Navarro County. No different or additional terms will become a part of this contract with the exception of change orders.

Change Orders: No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. The Navarro County Auditor will make all change orders to the contract in writing.

If During the life of the contract, the successful bidder's net prices to other customers for hauling of aggregate awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Navarro County.

Delivery Time: Bids shall show required time to place aggregate at the County's designated location. Failure to state delivery time may cause bid to be rejected. The county has the right to extend delivery time if reason appears valid.

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

Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.

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Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and/or all/ none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all who are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

Bids must comply with all Federal, State, county and local laws concerning these type purchases.

Davis-Bacon and Related Acts: Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Housing and Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed above.

References: Navarro County requests bidder to supply, with this *Invitation to Bid*, a list of at least three (3) references where like services have been applied by their firm. Include name of firm, address, telephone number and name of representative.

Bidder Shall Provide, with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

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Successful Bidder Shall defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

Insurance Requirements: Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

- a. **Workers' Compensation Coverage** meeting the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. **General Liability Insurance** meeting the following limits - **\$1,000,000 per occurrence/aggregate**, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

Termination of Contract: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Navarro County reserves the right to award canceled contract to the next lowest and responsible bidder as it deems to be in the best interest of the County.

Termination for Default: Navarro County reserves the right to terminate the contract for default if Contractor/Bidder breaches any of the terms therein, including warranties of Contractor/Bidder or if the Contractor/Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

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Right To Purchase Elsewhere: Navarro County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Navarro County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, and in cases where the successful bidder can not meet the County's desired delivery schedule.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Packing Slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) delivery location, (c) descriptive information as to the terms(s) delivered, ticket number(s), product(s), tonnage amount(s), mileage, cost per hauling plus a copy of the actual gravel ticket, etc.

Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 W 3rd Ave, Suite 4, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

Remedies: The successful bidder and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Navarro County, Texas.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Governmental Entities within Navarro County utilizing inter-governmental contracts with Navarro County will be eligible, but not obligated, to purchase road materials under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Navarro County will be billed directly to that governmental entity and paid by that governmental entity. Navarro County will not be responsible for another governmental entity's debts.

Navarro County reserves the right to make purchases from State Government Contracts to meet County needs.

Any Questions concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903-654-3095.

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Navarro County is requesting bids for Hauling of Aggregate as described in the following pages. The contract period will be for twelve (12) months effective October 1, 2018 through September 30, 2019.

General: It is the intent of the following specification to describe Hauling of Aggregate services needed by Navarro County.

Delivery: The successful bidder shall be capable of delivering an undetermined amount of loads per day, of 20 to 25 tons per load. The successful bidder is responsible to be familiar with geographic areas of the County.

Delivery Location: Navarro County may require successful bidder to deliver aggregate from the various gravel pits and/or Precinct Barns to various job site and/or Precinct Barns located within Navarro County, according to the instructions of the Commissioner at the time the order is made. It is the responsibility of the bidder to deliver the product by owned or contracted means. Pricing for this bid shall be based on haulage charges per ton to be charged for transportation to the designated locations from the various crusher/plant/barn sites. The time of delivery and when delivered must be coordinated with the Commissioner or his/her employee so that they can oversee the delivery and/or application of materials. The County Barns are located at the following:

Pct 1 Barn - West Highway 22, Corsicana, Texas

Pct 2 Barn - East Highway 31, Kerens, Texas

Pct 3 Barn - 700 South Austin, Richland, Texas

Pct 3 Barn - West Highway 31, Dawson, Texas

Pct 4 Barn - Blooming Grove, Texas

Delivery tickets must be presented upon delivery of material(s) and signed by a County employee.

Satisfactory completion of work shall be determined by the Commissioner or his/her representative. Contractor will utilize all safety measures and equipment necessary to protect personnel, equipment and traffic from undue hazard or accident.

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BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §

COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who, after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: _____

Telephone: _____

By: _____ Title: _____
(Type of Print Name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above named on this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

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COMPANY SUBMITTING BID _____ FEDERAL ID NUMBER _____

ADDRESS _____

CITY, STATE, ZIP _____

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

DATE _____

NUMBER OF TRUCKS IN FLEET _____

Hauling Rate Per Ton From Plant/Barn to Site: (Including project sites within Precincts)

Per Loaded Ton

Flat Rate Charge

Precinct 1

Precinct 2

Precinct 3-Richland

Precinct 3-Dawson

Precinct 4

Delivery Time: _____

Minimum Delivery Quantity (ton/truck): _____ Maximum Delivery Quantity: _____

Limitations on Delivery Schedule (if any): _____

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VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***This form must be returned with your proposal.***

REFERENCE 1

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

REFERENCE 2

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

REFERENCE 3

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

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STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of Years in contracting business under present name: _____

Contract on Hand:

Contact	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** project: _____

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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; padding-right: 100px;">_____</p> <p style="text-align: right; padding-right: 100px;">Date</p>		

Adopted 06/29/2007

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Contract Checklist

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Statement of Bidder's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A list of references must be submitted with the form.
- A Bid Proposal Affidavit must be submitted with the Bid Form.

If any statements were **not** checked please provide an explanation in the given area below.

Contractor Signature Date