



## LEON COUNTY AUDITOR'S OFFICE

*Melissa B. Abney, County Auditor*

P.O. Box 898, 113 West Main Street, Centerville, Texas 75833 (903)536-2709 (903)536-5801FAX

August 1, 2018

### Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with the attached specification packet, Invitation for Bid #2019-211, Term Contract for Aggregate Hauling via Belly Dump and Bob Tail. All bids must be submitted with an original and one (1) copy to the Leon County Auditor's Office, 113 West Main Street, 2<sup>nd</sup> Floor, Centerville, Texas 75833, no later than 3:00 PM, Tuesday, August 21, 2018. Bids will be opened at 3:15 PM, August 21, 2018 in the Auditor's Conference room located in the Auditor's Office on the second floor of Annex I.

All questions regarding this bid solicitation must be in writing and may be sent by email to [melissa.abney@co.leon.tx.us](mailto:melissa.abney@co.leon.tx.us) or [debbie.reeder@co.leon.tx.us](mailto:debbie.reeder@co.leon.tx.us) or faxed to 903-536-5801 to the attention of Melissa B. Abney no later than four business days prior to the due date. It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing and review their bid for accuracy before submitting. The County will not be bound by any information conveyed verbally.

**All Bids shall be submitted to the Leon County Auditor's Office in a sealed envelope marked:**

**BID NO. 2019-211**

**Term Contract for Aggregate Hauling via Belly Dump and Bob Tail**

Your consideration of this bid request is appreciated.

Sincerely,

Melissa B. Abney  
Leon County Auditor

Attachments

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# BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Auditor's Office immediately.

It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**  
This page is the Table of Contents
- 3. **Offer and Acceptance Form**  
This page to be sign and returned with Bid packet.
- 4. **General Requirements**  
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**  
Provides information you must know in order to make an offer properly.
- 6. **Specifications**  
Contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
  - a. **Bid Guaranty & Performance Bond Information & Requirements**  
Applies only to certain bids/proposals. Read carefully and fill out completely.
  - b. **Bid Check Return Authorization Form**  
Applies only to certain forms. Read carefully and fill out completely.
  - c. **Vehicle Delivery Instructions**  
Included only when purchasing vehicles.
  - d. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - e. **Workers' Compensation Insurance Coverage Rule 110.110**  
Applicable for a building or construction contract.
  - f. **Financial Statement**  
When this information is required, you must use this form.
  - g. **Reference Sheet**
  - h. **Other – From 1295 and Form CIQ**  
From time to time other attachments may be included.

# INSTRUCTIONS TO BIDDERS

## 1. Bid Submission

- A. Bids must be submitted in complete original form by mail or messenger to the following address:  

Leon County Auditor's Office  
PO Box 898  
113 West Main Street, 2<sup>nd</sup> Floor  
Centerville, Texas 75833
- B. Bids will be accepted at the above address until the time and date specified herein, and will be publicly opened and read aloud the same day.
- C. All bids shall be tightly sealed in an envelope and plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.
- D. Late bids will not be accepted and will be returned unopened to the bidder.
- E. All bids submitted in response to this invitation shall become the property of Leon County and will be a matter of public record available for review.

## 2. Preparation of Bids

- A. The bid shall be legibly printed in ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.
- C. The bid shall be legally signed and shall include the complete address of the bidder.
- D. Leon County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

## 3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

## 4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Leon County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Leon County – price and other factors considered. Unless otherwise specified in this IFB, Leon County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Leon County. Any bidder who is in default to Leon County at the time of submittal of the bid shall have that bid rejected. Leon County reserves the right to clarify any

contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Leon County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Leon County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Leon County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Leon County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not an awarded contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Auditor's Office of Offeror's intent to appear.

## **6. Contract**

A response to an IFB is an offer to contract with Leon County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Leon County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

## **7. Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be available as soon as possible following bid opening. A final tabulation will be available for review after a formal written request is made and signed by requester.

## **8. Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Auditor's Office. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Auditor's Office.

## **9. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Leon County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Leon County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Leon County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**10. Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

**11. Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**12. Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

**13. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**14. Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Leon County Auditor's Office.

**15. 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 Leon County.** 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. The business entity must then execute and notarize a hard copy of the form and submit it to Leon County with the submitted bid documents. **Failure to submit Form 1295 with bid documents will result in disqualification.** Example form can be found on Page 18.

**16. Conflict of Interest Questionnaire**

Vendor must complete a Conflict of Interest (CIQ) Questionnaire. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ.pdf> and must be returned with the submitted bid documents. Example of this form can be found on Page 19.

**17. Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

**18. Definitions**

“County” – Leon County, Texas.

“Contractor” – The bidder whose proposal is accepted by Leon County.

# GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

## 1. BIDDING

### A. Bids

All bids must be submitted on the bid form furnished in this package.

### B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

### C. Late Bids

Bids must be in the Auditor's Office before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive.

### D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Auditor's Office. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Leon County reserves the right to withdraw a request for bids before the opening date.

### E. Withdrawal of Bids after Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

### F. Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Leon County.

### G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance

with the specifications. **As a matter of practice, Leon County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Leon County.**

**H. Alternates**

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**I. Descriptions**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**J. Bid Alterations**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**K. Tax Exempt Status**

Leon County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**L. Quantities**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**M. Bid Award**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Leon County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Leon County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Leon County reserves the right to award based upon individual line items, sections or total bid.

**N. Silence of Specifications for Complete Units**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**O. Addenda**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

**P. General Bid Bond/Surety Requirements**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**Q. General Insurance Requirements**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**R. Responsiveness**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**S. Responsible Standing of Bidder**

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**T. Proprietary Data**

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Leon County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

**U. Public Bid Opening**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## **2. PERFORMANCE**

### **A. Design, Strength, and Quality**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

### **B. Age and Manufacture**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

### **C. Delivery Location**

All deliveries will be made to the address(es) specified on the purchase order during working hours of 8:00 a.m. to 3:00 p.m., Monday through Thursday, unless otherwise authorized by the Leon County Auditor's Office or designee.

### **D. Delivery Schedule**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

### **E. Delivery Charges**

All delivery and freight charges, F.O.B. destination shown on Leon County purchase order, as necessary to perform contract are to be included in the bid price.

### **F. Installation Charges**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

### **G. Operating Instructions and Training**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Leon County. Instructions and training shall be at no additional cost to the County.

### **H. Storage**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

### **I. Compliance with Federal, State, County, and Local Laws**

Bids must comply with all federal, state county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to

comply with all applicable codes and ordinances of Leon County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**J. OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Leon County for any and all damages that may be assessed against the County.

**K. Patents and Copyrights**

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**L. Samples, Demonstrations and Testing**

At Leon County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

**M. Acceptability**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Leon County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Leon County Auditor's Office, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**3. PURCHASE ORDERS AND PAYMENT**

**A. Purchase Orders**

A purchase order(s) shall be generated by the Leon County Auditor's Office to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**B. Invoices**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a

non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days. All invoices shall be mailed to the Leon County Auditor's Office, PO Box 898, Centerville, Texas 75833.

**C. Funding**

Leon County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

**D. Audit Provision**

Seller shall establish a reasonable accounting system, which enables ready identification of seller's cost of goods and use of funds. Buyer may audit seller's records any time before three years after final payment to verify buyer's payment obligation and use of buyer's funds. This right to audit shall include subcontractors in which goods or services are subcontracted by seller. Seller shall insure buyer has these rights with subcontractor(s).

**4. CONTRACT**

**A. Contract Definition**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Leon County, shall constitute a contract equally binding between the successful bidder and Leon County.

**B. Contract Agreement**

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue with an option to renew for up to a four (4) year period.

**C. Change Order**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Leon County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**D. Price Redetermination**

A price redetermination may be considered by Leon County only at the twelve (12) month anniversary dates of the contract. All requests for a price redetermination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/ State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Leon County reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the County.

**E. Termination for Default**

Leon County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Leon County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

**F. Invalid, Illegal, or Unenforceable Provisions**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

**G. Injuries or Damages Resulting from Negligence**

Successful vendor shall defend, indemnify and save harmless Leon 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Leon County growing out of such injury or damages.

**H. Interest by Public Officials**

No public official shall have interest in this contract, in accordance with Texas local government code.

**I. Warranty**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**J. Uniform Commercial Code**

The successful vendor and Leon County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**K. Venue**

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

**L. Sale, Assignment, or Transfer of Contract**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Leon County.

**M. Silence of Specifications**

The apparent silence of these specifications as to any 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.

# SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

## 1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Leon County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Auditor's Office prior to award recommendation to Commissioners' Court.

## 2. Delivery Time

Bid shall show number of days in advance required to place aggregate services at the County's designated locations. Failure to state delivery time may cause bid to be rejected. The county has the right to extend delivery time if reason appears valid.

## 3. Payment

Leon County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Leon County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

## 4. Minimum Insurance Requirements

- A. The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- B. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- C. Successful bidder shall be required, at his or her own expense, to furnish the Leon County Auditor's Office within ten (10) days of notification of award with certified copies of all insurance policies or certificates of insurance for General Liability, Workers Compensation, and Vehicle insurance coverage to be in force throughout the term of the contract. Leon County shall be named as an additional "INSURED". All insurance shall be in accordance with the governing federal, state, or local laws.
- D. The County reserves the right to require additional insurance should it deem necessary.
- E. Workers' Compensation (with Waiver of subrogation to Leon County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Leon County shall be named as “additional insured” on workers’ compensation policy.

- F. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$500,000 each occurrence Limit Bodily Injury and Property Damage Combined \$500,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$500,000 Personal and Advertising Injury Limit. Leon County shall be named as “additional insured” on commercial general liability policy.

- G. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Leon County shall be named as “additional insured” on automobile policy.

**5. Price Reduction**

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 prices, it is understood and agreed that the benefits of such reduction shall be extended to Leon County.

**6. Exceptions/Substitutions**

All bids meeting the intent of this 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 the 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 bid. Leon County Commissioners Court reserves the right to accept any/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

# MINIMUM SPECIFICATIONS

## Scope

Vendor shall provide Leon County with the Hauling of Aggregate Materials via Belly Dump and Bob Tail 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 October 1, 2018 through September 30, 2019 in accordance with the following conditions of Bidding. Leon County has the right to extend this contract for one year at a time (12 month periods beginning October 1<sup>st</sup> – September 30<sup>th</sup> each year), not to exceed four (4) years, if all parties agree.

## Delivery

The successful bidder is responsible to be familiar with the geographical areas of Leon County. A map of Leon County is available for viewing in the County Auditor's Office.

## Basis of Award

Leon 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, Leon 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.

## Contract

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

- A. Minimum delivery quantity (if any): \_\_\_\_\_  
(LOADS)
- B. Delivery time after receipt of order: \_\_\_\_\_
- C. Where do you get fuel prices from to calculate the fuel surcharge fee: \_\_\_\_\_
- D. When do you check pricing (be specific)? \_\_\_\_\_
- E. Number of Belly Dump(s) your company runs: \_\_\_\_\_
- F. When do you begin calculating mileage (from pit or from the time the belly dump leaves the yard)? Please clarify. \_\_\_\_\_  
\_\_\_\_\_
- G. Exceptions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER IS REQUIRED TO INCLUDE A FUEL SURCHARGE SHEET (IF APPLICABLE) WITH THE SUBMITTED BID. FAILURE TO COMPLY WILL RESULT IN AN AUTOMATIC REJECTED BID.**

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

**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>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.	
<b>2</b> 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 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., 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 176.008(a).  
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 vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

# BID FORM 2019-211

## AGGREGATE HAULING VIA BELLY DUMP

### BID RATES

DISTANCE	RATE FOR <u>BELLY DUMP</u> TRUCK LOAD/ TON
10 MILES OR LESS	\$ _____ PER TON
11 MILES TO 15 MILES	\$ _____ PER TON
16 MILES TO 20 MILES	\$ _____ PER TON
21 MILES TO 25 MILES	\$ _____ PER TON
26 MILES TO 30 MILES	\$ _____ PER TON
31 MILES TO 35 MILES	\$ _____ PER TON
36 MILES TO 40 MILES	\$ _____ PER TON
41 MILES TO 45 MILES	\$ _____ PER TON
46 MILES TO 50 MILES	\$ _____ PER TON
51 MILES TO 55 MILES	\$ _____ PER TON
56 MILES TO 60 MILES	\$ _____ PER TON
61 MILES TO 65 MILES	\$ _____ PER TON
66 MILES TO 70 MILES	\$ _____ PER TON
71 MILES TO 75 MILES	\$ _____ PER TON
76 MILES TO 80 MILES	\$ _____ PER TON
81 MILES TO 85 MILES	\$ _____ PER TON
86 MILES TO 90 MILES	\$ _____ PER TON
91 MILES TO 95 MILES	\$ _____ PER TON
96 MILES TO 100 MILES	\$ _____ PER TON
101 MILES TO 105 MILES	\$ _____ PER TON
106 MILES TO 110 MILES	\$ _____ PER TON
111 MILES TO 115 MILES	\$ _____ PER TON
116 MILES +	\$ _____ PER TON

DO YOU CHARGE DRIVER DETENTION? \_\_\_\_\_

IF SO, WHAT IS THE COST? \_\_\_\_\_

\_\_\_\_\_/PER HOUR

AT WHAT POINT DO THE CHARGES OCCUR?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BID FORM 2019-211

## AGGREGATE HAULING VIA BOB TAIL

### BID RATES

DISTANCE	RATE FOR <u>BELLY DUMP</u> TRUCK LOAD/ TON
10 MILES OR LESS	\$ _____ PER TON
11 MILES TO 15 MILES	\$ _____ PER TON
16 MILES TO 20 MILES	\$ _____ PER TON
21 MILES TO 25 MILES	\$ _____ PER TON
26 MILES TO 30 MILES	\$ _____ PER TON
31 MILES TO 35 MILES	\$ _____ PER TON
36 MILES TO 40 MILES	\$ _____ PER TON
41 MILES TO 45 MILES	\$ _____ PER TON
46 MILES TO 50 MILES	\$ _____ PER TON
51 MILES TO 55 MILES	\$ _____ PER TON
56 MILES TO 60 MILES	\$ _____ PER TON
61 MILES TO 65 MILES	\$ _____ PER TON
66 MILES TO 70 MILES	\$ _____ PER TON
71 MILES TO 75 MILES	\$ _____ PER TON
76 MILES TO 80 MILES	\$ _____ PER TON
81 MILES TO 85 MILES	\$ _____ PER TON
86 MILES TO 90 MILES	\$ _____ PER TON
91 MILES TO 95 MILES	\$ _____ PER TON
96 MILES TO 100 MILES	\$ _____ PER TON
101 MILES TO 105 MILES	\$ _____ PER TON
106 MILES TO 110 MILES	\$ _____ PER TON
111 MILES TO 115 MILES	\$ _____ PER TON
116 MILES +	\$ _____ PER TON

DO YOU CHARGE DRIVER DETENTION? \_\_\_\_\_

IF SO, WHAT IS THE COST? \_\_\_\_\_

\_\_\_\_\_/PER HOUR

AT WHAT POINT DO THE CHARGES OCCUR?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Leon County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes π** **No π**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the 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 prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____	_____
Bidder (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number
_____	
E-mail Address	

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Leon County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Leon County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

For clarification of this offer, contact:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Aggregate Hauling via Belly Dump & Bob Tail**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Leon County.

This contract shall henceforth be referred to as Contract No. **2019-211**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Leon County Auditor's Office.

**Countersigned:**

\_\_\_\_\_  
Byron Ryder, Leon County Judge

\_\_\_\_\_  
Date