



WALKER COUNTY PURCHASING

1301 Sam Houston Ave., Suite 235 Huntsville, Texas 77340 (936) 436-4944

Date: January 13, 2010

Due On: January 29, 2010
2:00 p.m.

INVITATION TO BID PIPE FOR CULVERTS BID NO. C2360-10-005

Pursuant to the provisions listed below, sealed bids subject to the conditions and requirements made a part hereof will be received at the Walker County Purchasing Office, 1301 Sam Houston Avenue, Suite 235, Huntsville, Texas, 77340 until 2:00 p.m. on Friday, January 29, 2010. All bids received after that time will be returned unopened. Bids will be opened at 2:30 p.m. on Friday, January 29, 2010 at the Walker County Courthouse, 1100 University Avenue, Room 204, Huntsville, Texas 77340 and after evaluation by the Purchasing Department will be awarded by Commissioner's Court.

The bidder's signature is required for acceptance of bid and confirms bidder has read and understands all requirements concerning this Invitation for Bid. Each bid must be **SEALED** & the envelope **CLEARLY** marked:

BID NO.	C2360-10-005 / Pipe for Culverts
BID DUE:	January 29, 2010 – 2:00 p.m.
BID OPENING:	January 29, 2010 – 2:30 p.m.

FACSIMILE TRANSMISSIONS will NOT be accepted.

Refer Inquiries and Submit Bids to: The Walker County Purchasing Office
1301 Sam Houston Avenue, Suite 235
Huntsville, Texas 77340
(936)436-4944 or (936)436-4937 or (936)436-4947

INVITATION TO BID
Pipe for Culverts

Bids will be received at the Walker County Purchasing Department until 2:00 p.m. Friday, January 29, 2010 and opened at 2:30 p.m. Friday, January 29, 2010 at the Walker County Courthouse, 1100 University Avenue, Room 204, Huntsville, Texas 77340 and after evaluation by the Purchasing Department will be awarded by Commissioner's Court.

A. SCOPE OF BID

Bids are solicited for pipe for culverts as set forth in this bid request for a period from date of award through September 30, 2010 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of the Terms and Conditions and will be held responsible for having done so.

- Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Walker County and the successful bidder for the period designated.
- Bids must be received in the Purchasing Office no later than the time and date specified. All bids received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.
- The County reserves the right to inspect material to insure adaptability of the product, accept or reject in part or in whole any and all bids, to waive any informality in bids and unless otherwise specified by the bidder, to accept any item in the bid for the best interest of the County. If either the unit price or extended price is obviously in error the unit price will prevail.
- Walker County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
- Walker County reserves the right to reject any bid that does not fully respond to each specified item.
- Bidder must include Employer Identification Number or Social Security Number for the bid to be valid.
- Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
- The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.
- The bid award shall be based on, but not necessarily limited to, the following factors:
 1. Differential
 2. May be awarded by precinct
 3. Special needs and requirements of Walker County
 4. Results of testing samples (if needed)
 5. Delivery
 6. Walker County's experience with products bid

7. Vendor's past performance record with Walker County
- Although the cost of product(s) to be provided is an essential part of the Bid, Walker County is not obligated to award a contract on the sole basis of cost.
 - A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is notified by the Purchasing Agent of the proposed award and offered an opportunity to appear before the Court and present evidence concerning the lower bidders responsibility. The Purchasing Agent shall review all bids that have been submitted and make recommendations to the Commissioner's Court. If a bidder chooses to come before Commissioner's Court to present such evidence, the bidder must submit a request to that effect in writing to the Purchasing Agent.
 - Bids will be awarded to the lowest and best responsible bidder. In addition to the price, the Commissioner's Court will consider:
 1. The quality of the product
 2. The adaptability of the product to the intended use
 3. The delivery/completion time
 4. The ability, experience, efficiency, integrity and financial responsibility of the bidder
 - When only one bid is received by the County, the bid may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the bid is rejected. If two or more responsible bidders submit identical bids, the bid award will be determined by drawing of lots or as directed by the County Judge.
 - Bidders must furnish **ALL** information requested and in the spaces provided on the bid invitation form. Further, if specified elsewhere, each bidder must submit with his/her bid: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection. All items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and Federal, State, and Local requirements relating to clean air and water pollution.
 - In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the County Purchasing Office at once, indicating in his/her letter the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
 - This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
 - Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
 - Bids must be submitted on this form and the envelope must be clearly marked with the label that is provided herein. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed.
 - The Commissioner's Court will ensure publication of the legally required notice.
 - No specifications are to be written with the intent to exclude a possible bidder. Any mention of brand names is strictly for comparing features as included in the following specifications. Competitive bidding can be let on either a lump sum or a unit price basis.
 - In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
 - All delivery and freight charges (FOB Walker County) are to be included in the differential.

- Any interpretations, corrections or changes to 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 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 or the invitation. Walker County Commissioner's Court reserves the right to accept any, all or none of the exception(s)/substitution(s) as the Commissioner's Court deems to be in the best interest of the County.
- 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 Walker County Purchasing Department. Addenda will be mailed to all that are known to have received a copy of this Invitation to Bid.
- At the request of Walker County, bidder must supply, a list of at least three references where like products have been supplied by its firm. References shall include name of firm, address, telephone number and name of representative.
- **SALES TAX EXEMPTION:** Walker County, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by Walker County, Texas to the successful bidder upon request.

C. **SPECIAL PROVISIONS**

FUNDING: Funds for payment have been provided through the Walker County budget approved by the Commissioner's Court for this fiscal year only. State of Texas statutes prohibits 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 Walker County fiscal year shall be subject to budget approval.

CONTRACT: This bid, when properly accepted by Walker County, shall constitute a contract equally binding between the successful bidder and Walker County. No different or additional terms will become a part of this contract with the exception of Change Orders approved by the Commissioner's Court.

CHANGE ORDERS: No oral statement by vendor or County employee shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be submitted in writing and shall become effective upon approval by the Commissioner's Court.

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 Walker County.

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.

INDEMNIFICATION: Successful bidder shall defend, indemnify and save harmless Walker 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, sub-contractor 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 Walker County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves 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 costs, which may be obtained, against Walker County growing out of such injury or damages.

TERMINATION FOR DEFAULT: In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Walker County shall give the successful bidder written notice of such default. And in the event said default is not remedied to the satisfaction and approval of Walker County within two working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the bidder in default.

PAYMENT: Each invoice must be dated and have a unique invoice number. The purchase order number must be on the invoice.

D. TERM OF CONTRACT

The term of this contract shall be from date of award through September 30, 2010. Walker County reserves the right to extend this contract through written mutual consent of both parties at the same terms, conditions and price as stated in this Invitation to Bid upon approval of the Commissioner's Court at one year intervals not to exceed two consecutive extensions. Renewal dates are October 1, 2010 through September 30, 2011 and October 1, 2011 through September 30, 2012. A price re-determination may be considered by Walker County only at the anniversary date of the contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc.). The bidder's past history of honoring contracts at the bid/offer price may be an important consideration in the evaluation of the lowest and best bid/offer. Walker County reserves the right to accept or reject any/all of the price re-determinations as it deems to be in the best interest of the County.

The successful bidder agrees to extend prices, terms and conditions to any/all governmental entities who have entered into, or will enter into, joint purchasing inter-local cooperation agreement(s) with Walker County.

E. REDUCTION IN PRICE

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

F. DOCUMENTATION

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 bid.

G. INSURANCE REQUIREMENTS

1. The awarded Bidder shall instruct his insurance agent or carrier to furnish at his/her own expense, to the County, a Certificate of Liability Insurance listing the County as "**Additional Insured**".
2. The awarded Bidder shall furnish and keep in full force the following insurance during the term of this Contract:
 - a. Statutory workers comp in accordance with State of Texas requirements.
 - b. Commercial General Liability at minimum combined single limits of (\$500,000 per occurrence and \$500,000 general aggregate) for bodily injury and for property damages,

which coverage shall include products/completed operations at \$500,000 per occurrence. Coverage must be written on an occurrence form.

- c. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage. All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
3. All of the aforementioned policies shall be issued immediately after the bidder receives notification of award.
4. Acceptance of proof of insurance supplied by the successful bidder, nor failure to disapprove the insurance shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.
5. No additional payments shall be made for any insurance that the successful bidder may be required to carry.

It is the responsibility of the successful bidder to provide renewals of their insurance at expiration during the contract term.

H. DELIVERY TICKETS

Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Walker County purchase order number, descriptive information as to item and quantity delivered and acknowledgment of County employee receiving pipe.

I. SPECIFICATIONS

Steel Pipe

1. Pipe shall be minimum .025 inch wall thickness.
2. Pipe shall be used smooth steel construction.
3. Pipe shall be OD diameter.
4. Quantities are estimates only. Walker County may or may not purchase these quantities.

Corrugated, Galvanized Metal, Polymer Coated Pipe

1. To conform with Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004, Item 460 – Corrugated Metal Pipe.

Corrugated, Galvanized Metal Pipe

1. To conform with Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004, Item 460 – Corrugated Metal Pipe

H. BID PRICE

See Attachment A

I. CERTIFICATION OF BID

The undersigned affirms they are duly authorized to execute the contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name: _____ Date: _____

Mailing Address: _____
Street/P. O. Box City State Zip

Telephone #: _____ Cell #: _____ Fax #: _____

Email Address: _____

Employer Identification Number or Social Security No: _____