



Walker County Purchasing Department

Invitation for Bid

BID# C2360-20-012

Grade 4 Traprock

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

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 **CLEARLY** marked:

NOTE: Pricing on Page 8

BID# C2360-20-012
Bid Due Date: 5 PM July 7, 2020

CERTIFICATION OF BID

Signed By: _____ Title: _____

Typed/Printed Name: _____

Company Name _____ Date: _____

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

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

Email: _____ Tax ID Number: _____

- A. **SCOPE OF BID.** Walker County is seeking interested parties to respond to this Invitation for BID. The intention of this bid is to procure Grade 4 Traprock 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.
1. 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.
 2. 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.
 3. The County reserves the right to inspect and insure adaptability of the service/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 service/product in the bid for the best value to the County.
 4. 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.
 5. Only written specifications and written price quotations will be considered.
 6. Walker County reserves the right to reject any bid that does not fully respond to each specified item.
 7. 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.
 8. Although the cost of service/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.
 9. The Purchasing Agent shall review all bids that have been submitted and make recommendations to the Commissioner's Court.
 10. 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.
 11. Bidders must furnish information and submit samples upon request to include, individual samples of labeled products, and descriptive literature. Bidders who are unable to obtain these documents or submit requested samples when requested could terminate this contract due to non-compliance with these requirements. All services/products 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.

12. 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 the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
13. 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.
14. 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.
15. Bids must be submitted on this form and the envelope must be clearly marked. Bids will not be considered if submitted by telephone nor will a bid be considered if submitted to any other person or department other than specifically instructed.
16. The Purchasing Agent will ensure publication of the legally required notice.
17. 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.
18. 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.
19. All delivery and freight charges (FOB Walker County) are to be included in the delivered bid price.
20. Any interpretations, corrections or changes to this Invitation for 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 attaching as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Walker County shall hold the bidder responsible to perform in strict accordance with the specifications or the invitation.
21. Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addendum. Sole issuing authority of addendum shall be vested in the Walker County Purchasing Department. Addendum will be posted on the Walker County website under Purchasing and will be emailed or faxed to all that are known to have received a copy of this Invitation for Bid.
22. At the request of Walker County, bidder must supply, a list of at least three references where like service/products have been supplied by its firm. References shall include name of firm, address, telephone number and name of representative.
23. 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 to the Purchasing Department.

C. PURCHASE ORDER. The successful bidder shall not deliver products or provide services without a Walker County Purchase Order, signed by an authorized agent of the Walker County Purchasing Department. A purchase order must be issued by the Walker County Purchasing Department prior to work beginning.

D. 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.

- E. **AWARD OF CONTRACT.** Contract may be awarded to one or more bidders in the event the selected bidder cannot render the requested service/products or is unable to fulfill the County's work demand and/or timeframe for any circumstance. County will award a contract to the responsible bidder that is of best value to the County.
- F. **OTHER CONTRACTS.** The County reserves the right to establish a contract with the same terms and specifications herein with multiple responsible bidders of the same business type.
- G. **CONTRACT CHANGES.** 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 without approval by the Commissioner's Court. All proposed changes to the contract must be submitted in writing to the Purchasing Agent and shall become effective upon approval of Commissioners Court. 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. Any and all changes will require an additional 1295 form (Attachment B) to be processed at the time of requested change.
- H. **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.
- I. **CONFLICT OF INTEREST, INTERESTED PARTIES ,BOYCOTT ISRAEL Forms.**

Please complete attachments:

Conflict of Interest Questionnaire. (ATTACHMENT A)

Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. **1295 FORM.** (ATTACHMENT B)FOR AWARDED VENDOR ONLY.

House Bill 89 Verification (ATTACHMENT C)

- J. **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.
- K. **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 five 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. The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Walker County reserves the right to terminate the contract for default if bidder breaches any of the terms therein, including warranties of bidder or if the 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 Walker 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 Walker County's satisfaction and/or to meet all other obligations and requirements. Walker County may terminate the contract without cause upon thirty (30) days written notice.

L. PAYMENT/INVOICING. An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of item shipped and quantity
5. A County employee must be present and sign to accept delivery ticket
6. Location of materials destination must be included on each delivery ticket

A minimum of one (1) hour notice shall be given prior to delivery. Payment shall not be processed until product has been received and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2nd floor, Auditor's Office. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the bidder to notify the auditor's office of this change at payables@co.walker.tx.us.

M. TERM OF CONTRACT. The initial term of this contract shall be from Date of Award through September 30, 2020. Walker County reserves the right to extend this contract through written mutual consent of both parties at the same terms, conditions and prices as stated in the Invitation to Bid at one year intervals not to exceed four consecutive extensions. The price indicated in this Invitation for Bid will be a guaranteed price for the duration of this Initial Term. The successful bidder agrees to extend prices, terms and conditions to any/all governmental

entities that have entered into, or will enter into, joint purchasing inter-local cooperation agreement(s) with Walker County. Price increases or decreases may be allowed on renewal years and increases must be approved by Commissioners Court.

- N. **REDUCTION IN PRICE.** If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Walker County.
- O. **PLACE OF DELIVERY.** The place of delivery shall be that set forth on the purchase order.
- P. **DELIVERY TERMS.** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Walker County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County locations. Delivery days after receipt of order (ARO). If delay is foreseen, contractor shall give written notice to Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Delivery shall be made during normal working hours only, 7:00 a.m. to 5:00 p.m. **NO DELIVERY FRIDAY** unless otherwise noted in bid. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Walker County without prejudice to other remedies provided by law. Where delivery times are critical, Walker County reserves the right to award accordingly.
- Q. **VARIATION IN QUANTITY.** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein. Quantities of items must be shipped as ordered per item. Quantity breakage will not be accepted. (Example: 1 case of 12 items is ordered, 1 case of 12 items must be shipped)
- R. **SPECIAL TOOLS AND TEST EQUIPMENT.** Walker County shall not furnish any equipment to assist in offloading of material.
- S. **INSURANCE REQUIREMENTS** The awarded Bidder shall furnish and keep in full force the following insurance during the term of this Contract:
1. Statutory workers comp in accordance with State of Texas requirements.
 2. 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.
 3. 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.
 4. All insurance must be written on forms filed with and approved by the Texas Board of Insurance.
 5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

6. All of the aforementioned policies shall be issued immediately after the bidder receives notification of award. Receipt of the Certificates of Insurance is required before any funds will be released for payment.

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. 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. Payments will be withheld until current Certificates of Insurance are received.

- T. **REQUESTS FOR CLARIFICATIONS.** Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request to Mike Williford, Purchasing mwilliford@co.walker.tx.us Department, at the address listed below or faxed to (936) 295-1595.

Walker County Purchasing Department
Attn: Mike Williford
1301 Sam Houston Ave, Suite 235
Huntsville, TX 77340

Bidders may also email requests for clarification to: purchasing@co.walker.tx.us.

- U. **ALTERNATE VENDORS.** An award will issued to the vendor submitting the best value to Walker County. Commissioners' Court reserves the right to make an award to more than one vendor and name them as alternate.

V. **SUPPLIER'S RESPONSIBILITY.**

1. Produce or obtain and deliver products and/or equipment to Walker County, Texas to departments as listed on purchase orders submitted to vendor.
2. Furnish and deliver the ordered quantity within a reasonable period of time upon receiving an order. If a dispute arises, previous delivery times of comparable orders will be considered to determine "reasonableness."
3. Submit invoices as products and/equipment is shipped

X. STATEMENT OF WORK. Produce or obtain Item Grade 4 Traprock delivered to a location within Walker County, Texas or to be Picked Up by Walker County to be defined at time of order. Road materials shall meet the requirements of Texas Department of Transportation (TXDOT).

*** ALL QUANTITIES To Be Determined at time of order. WALKER COUNTY IS NOT COMMITTED TO A SPECIFIC MINIMUM OR MAXIMUM QUANTITY***

Print or type, enter **NONE** if item is not applicable

**Road & Bridge
Precinct 1
350A SH 75N
Huntsville, TX
77320**

**Road & Bridge
Precinct 2
123 Booker Road
Huntsville, TX
77320**

**Road & Bridge
Precinct 3
2986A SH 19
Huntsville, TX
77320**

**Road & Bridge
Precinct 4
9368 SH 75S
New Waverly, TX
77358**

Material	Quantity	Cost per Ton
Grade 4 Traprock	TBD	\$ _____
Cost per mile Delivery		\$ _____
PICK- UP Cost		\$ _____

****IMPORTANT NOTICE:** Any additional fees/charges included over and above listed items/quantities must be clearly noted Any fees/charges not clearly defined on each invoice may be subject to delayed payment. Name all applicable additional fees/charges below. Attach additional pages if necessary. Example: Restocking fees, pick-up fees, tank usage fees, etc.

Additional fees/charges:

ATTACHMENT A

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 176.006(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 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

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



ATTACHMENT B

WALKER COUNTY PURCHASING

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

CERTIFICATE OF INTRESTED PARTIES

Texas Ethics Commission (Form 1295)

Solicitation #

Texas Government Code effective January 1, 2016 requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. This included new, amended, extended or renewed contracts that meets one or both of the following criteria:

1. Requires an action or vote by the Commissioners Court
2. Has a value of at least \$1 million.

Vendor must:

1. Go to : <https://www.ethics.state.tx.us/File/> click on Form 1295 Filings, click on the click here if you do not have a user ID and follow the instructions to set up an account. If you already have an account then you may log in and proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number
3. An authorized agent of the Respondent must sign the printed copy of the form
4. The completed Form 1295 must be included with your solicitation when it is submitted to Walker County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations)

Helpful Tips for completing Form 1295 (Please note this is not legal advice):

1. Who is the contract with – click “Other Governmental Entity”
2. Governmental Entity Name – Walker County, Texas
3. Contract ID Number – This will be the solicitation number and name as specified at the top of this document.
4. Read the Ethics Commissions definition of interested party, controlling interests and intermediary interest prior to completing this form.

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

ATTACHMENT C

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date