HAMILTON COUNTY

Janie Stanosch, County Assistant Auditor

102 N. Rice St., Suite 220, Hamilton, TX 76531

Phone: (254)386-1290

Email: asstistant\_auditor@hamiltoncountytx.org

**INVITATION TO BID**

**ITEM: Road Base and Oversize Rock, FOB Locations,**

**and Trucking Services**

**BID NUMBER: HC 2024-01**

**Date of Opening: June 11, 2024, at 9:00am**

**Location:** Hamilton County Annex – Hamilton County Auxiliary Courtroom

 101 E. Henry St. Hamilton, TX 76531

**Date of Award: June 11, 2024, at 9:00am**

**Location:**  Hamilton County Annex-Hamilton County Auxiliary Courtroom

 101 E. Henry St. Hamilton, TX 76531

**Period of Contract: May 2024, thru May 2025**

**GENERAL CONDITIONS/INSTRUCTIONS**

1. Bids are solicited for furnishing services set forth in this invitation to bid. Bid packets may be obtained on our Hamilton County website or from the Hamilton County Clerk. Completed bid proposals must be received in the **Hamilton County Clerk's Office, 102 N. Rice St., Suite 107, Hamilton, TX 76531 by 4:00pm June 10th, 2024,** the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid category and opening date on the outside of the envelope.*
2. Bids received in the Hamilton County Clerk’s Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Hamilton County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Hamilton County Auditor and the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be one hundred and eighty (180) calendar days unless a different period is noted by the bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to the Hamilton County Assistant Auditor’s Department at 102 N. Rice St, Suite 220, Hamilton, TX 76531. Payments will be processed after confirmation that all services have been performed satisfactorily.
8. Hamilton County terms of invoice are net thirty (30) days from statement date.
9. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County’s option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in yearly increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus two (2) years.
10. Bidder’s failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination of the contract by the County. The County shall not pay for services which are unsatisfactory. The County may give the Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County’s termination for non-performance.
11. If quantities are indicated in the bid, they are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract unit price.
12. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, Contractor may elect to terminate this agreement, with no additional liability to the County. County and Contractor agree that termination shall be Contractor’s sole remedy under this circumstance.
13. The bid award shall be based on, but not necessarily limited to the following factors:
	1. Total price
	2. Special needs and requirements of Hamilton County
	3. Hamilton County’s evaluation of Contractor’s ability
	4. Contractor’s past performance record with any Texas county
14. If this bid is accepted and approved by the Commissioners Court, then this bid shall be incorporated into a contract. No oral agreements, either expressed or implied, shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
15. The Contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that, in any manner, affect the conduct of the work.
16. All insurance requirements, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
17. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Hamilton County, Texas; and, if legal action is necessary to enforce it, the exclusive venue shall lie in Hamilton County, Texas.
18. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
19. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS’ FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR’S OFFICERS, AGENTS OR EMPLOYEES.**
20. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
21. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
22. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

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 **CONTRACT**

**STATE OF TEXAS**

**COUNTY OF HAMILTON**

WHEREAS, the attached “Bid Package” which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS, the Hamilton County Commissioners Court as the governing body of Hamilton County did on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ award a contract to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and**

**THEREFORE,** knowing all men by these present, that this contract is entered into by Hamilton County, Texas (hereinafter called “County”) and the undersigned Contractor (hereinafter called “Contractor” or “Bidder”).

**WITNESSETH**

**THAT IN ACCORDANCE** with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

**THAT IN ACCORDANCE** with the attached the County’s acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

**Prior Agreements Superseded**

This contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a “Contract associated with an accepted bid” as referenced in the Bid Package.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

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

**CONTRACTOR HAMILTON COUNTY**

BY: BY:

 AUTHORIZED AGENT Hamilton County Judge

 ATTEST:

 Hamilton County Clerk

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Deputy

**\*\*Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.**

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**SPECIFICATIONS**

1. **Bid Purchase:** The County reserves the right to purchase services and or materials from another supplier if the successful bidder cannot fill an order when needed.
2. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Hamilton County as certificate holder, should be provided prior to the beginning of any services being rendered.

 Certificate of Insurance Requirements to specify the following limits:

 Auto Liability: $500,000.00 Combined Single Limit

 General Liability: $500,000.00 Combined Single Limit

1. **Work Description:**
* Hamilton County is seeking qualified Contractor(s) to provide Road Construction Materials, for delivery on an as-needed basis.
* Road Construction Materials include Road base and Oversize Rocks.
1. **General Requirements**
* The Contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and combination thereof shall perform in the best and most workman like manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.
* The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each delivery, as practical, and keep them in the Contractor's possession unless otherwise approved by Hamilton County.
* The contractor is required to have a centralized point of contact and shall provide full-time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. The contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of Hamilton County.
1. **Prices Quoted:**
* Bidder is to quote its lowest and best price F.O.B. Destination in Hamilton County, Texas, unless otherwise specified in the RFP. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which. may be taken if earned. Bids must be firm, unless a bidder believes it necessary to base its price-on-price adjustment, then such a bid may be considered but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFP. Pricing must be entered on the bid sheet in ink or typewritten.
1. **Delivery Terms and Transportation Charges:**
* F.O.B. destination Hamilton County, unless delivery terms, and costs, are specified in the Vendor’s bid. Hamilton County shall have the right to designate what method of transportation shall be used for the goods.
1. **Work Schedule:**
* If the Hamilton County urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, Hamilton County may acquire the urgently required goods or services from another source.
1. **Payment:**
* Award of this solicitation for the estimated requirements portion stated obligates the bidder to accept orders placed for the period stated. Upon acceptance of a bid by Hamilton County and issuance of a Contract Award by the Hamilton County Assistant Auditor, Bidder shall provide the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Delivery Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

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|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Bid Sheet** |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Please indicate your Bids for any or all of the scenarios below:** |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Scenario 1.**  | **Road base or oversize rock to be picked up at your location by Hamilton County** |
| **Crushed Road Base:** |  |  | Price per Ton $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price per Cubic Yard $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Oversize Rock:** \_\_\_\_\_\_ inch size:  | Price per Ton $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price Per Cubic Yard $ \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Oversize Rock:** \_\_\_\_\_\_ inch size: | Price Per Ton $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price Per Cubic Yard $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Scenario 2.** | **Road base or oversize rock to be delivered to any Hamilton County location** |
| **Transportation Charge** |  |  |  |  |  |  |  |
|  |  |  |  | Price per Hour $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| \_\_\_\_\_\_\_\_ cubic yard/ton load: |  | or |  |  |  |  |  |
|  |  |  |  | Price per Loaded Mile $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Crushed Road Base:** |  |  | Price per Ton $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price per Cubic Yard $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Oversize Rock:** \_\_\_\_\_\_ inch size:  | Price per Ton $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price Per Cubic Yard $ \_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Oversize Rock:** \_\_\_\_\_\_ inch size: | Price Per Ton $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price Per Cubic Yard $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Scenario 3.** | **Transportation ONLY to any Hamilton County location** |  |  |
|  |  |  |  | Price per Hour $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| \_\_\_\_\_\_\_\_ cubic yard/ton load: |  | or |  |  |  |  |  |
|  |  |  |  | Price per Loaded Mile $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Price per Hour $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |
| \_\_\_\_\_\_\_\_ cubic yard/ton load: |  | or |  |  |  |  |  |
|  |  |  |  | Price per Loaded Mile $\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

*Submitted by:*

Company Name:

Signature: Title:

Print Name: Date:

Address:

Phone Number: Fax Number:

Email:

This agreement is nonexclusive and in no way restricts the County’s ability to competitively bid for the same or similar materials and services or the County’s sole discretion to contract for such materials and services with other contractors.