



## **ANDERSON COUNTY**

### **INVITATION TO BID**

### **PUG MILL MIXING OF OIL SAND**

Anderson County is soliciting bids for the pug mill mixing of oil sand as set forth in this Invitation to Bid.

**All bids must be received in the office of:**

**STAN CHAMBERS  
COUNTY AUDITOR  
ANDERSON COUNTY COURTHOUSE ANNEX  
703 N. MALLARD ST., STE. 110  
PALESTINE, TX 75801**

**On or before:**

**10:00 A.M.  
WEDNESDAY  
NOVEMBER 13, 2019**

BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE CONSIDERED FOR AWARD; BUT INSTEAD, WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS WHEN POSSIBLE.

**BIDS SHOULD BE IN A SEALED ENVELOPE**  
**CLEARLY MARKED WITH THE BID TITLE**

Any questions or requests for additional information should be directed to:

**DENISE WALDING  
ASSISTANT COUNTY AUDITOR  
PHONE: (903) 723-7448  
[dwalding@co.anderson.tx.us](mailto:dwalding@co.anderson.tx.us)**

Name of Company submitting bid \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **PLEASE READ CAREFULLY**

1. Bids must be received in the County Auditor's Office, Anderson County Courthouse Annex, 703 N. Mallard St., Ste. 110, Palestine, Texas 75801 no later than 10:00 A.M. on November 13, 2019. Public opening of the bids will be held at that time.
2. Carefully read all portions of the bid package including the following:
  - I. Cover sheet
  - II. Terms and Conditions
  - III. Specifications for the item(s) being published for competitive bid
  - IV. Bid Response sheet(s)
  - V. Vendor Reference information sheet.
  - VI. Conflict of Interest Questionnaire
3. Fill out All forms properly and completely.
4. All bids **MUST** be signed on the Bid Response sheet where indicated by persons who are properly authorized representatives of the Vendor. Signatures must be handwritten and in ink.
5. Anderson County through its Commissioners Court reserves the right to **REJECT IN WHOLE OR IN PART ANY OR ALL BIDS**, waive minor technicalities, and award the bid which best serves the interest of the County.
6. All contracts in excess of \$50,000, from the same supplier, are solicited for competitive bids. **ONE COMPLETE ORIGINAL BID PACKAGE MUST BE SUBMITTED TO THE ANDERSON COUNTY AUDITOR'S OFFICE, ANDERSON COUNTY COURTHOUSE ANNEX, 703 N. MALLARD ST., STE. 110, PALESTINE, TEXAS 75801, BEFORE THE ABOVE DESCRIBED DATE. LATE BIDS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**
7. No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.
8. Neither Department Heads nor Elected Officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners Court Agenda and approved in open court.
9. Department Heads and other elected officials are **NOT** authorized to enter into any type of agreement or contract on behalf of Anderson County. Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally,

Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.

10. All prices submitted in a properly signed bid will constitute firm offers held open through time of award in Commissioners Court.

11. All bids meeting the requirements of this bid package will be considered for award.

12. Prices for all goods and services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive AND GUARANTEED FROM JANUARY 1, 2020 UNTIL DECEMBER 31, 2020. All prices must be written in ink or typewritten.

13. If Vendor contemplates any additional costs of any kind, other than those submitted, bidder MUST clearly indicate on the bid sheet(s) any such costs contemplated or forfeit the right to payment for the same.

14. Anderson County is exempt from all Federal Excise, State, and Local Taxes therefore, tax must not be included in tendered bids.

15. All County purchases are subject to the County Purchasing Act (Texas Local Government Code # 262.021 et. seq.) unless specifically exempted therein. Other statutes may affect your rights and obligations. You are urged to consult with your attorney before entering into this or any contract.

16. Upon completion of each order, vendor shall send an itemized invoice to Anderson County Auditor, Anderson County Courthouse Annex, 703 N. Mallard St., Suite 110, Palestine, Tx 75801. Neither signed receipt nor payments shall be construed as an acceptance of any ineffective work, improper material(s), or release for any claim for damage.

17. All payments must have prior approval from Commissioners Court before payments can be made.

18. Anderson County may cancel any contract awarded upon thirty (30) days written notice. Notice shall be sent by certified mail, returned receipt requested.

19. Any successful vendor may not assign, sell, or otherwise transfer this contract without prior written permission of the Anderson County Commissioners Court.

20. Any successful vendor shall not deliver products or services as part of this contract without first obtaining a purchase order number from the Anderson County Auditor's Office.

21. Any successful vendor shall not deliver products or services in excess of those authorized and under no circumstances will Anderson County be liable for products or

services or costs which exceed the amounts specified in this bid package and the required purchase order(s).

22. Successful bidder will provide any and all notices as may be required under the Drug-Free Work Place Act of 1988. 28 CFR Part 67.100 Et.seq. Successful bidder also agrees to comply with any and all applicable provisions of the Americans With Disabilities Act.

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

24. Successful bidder shall warrant that all item(s) 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.

25. Vendors are responsible for including any product literature and / or product data sheets or samples AS MAY BE REQUIRED, IF ANY, on the actual specifications made a part of this bid package. If the actual specifications require supporting literature and / or data sheets or samples, then failure to provide same before the County Purchasing Agent prepares spreadsheet will disqualify the bid as incomplete and invalid for consideration. Be sure any such supporting literature and / or data sheets or samples address all areas as required on the actual specifications. A sample picture with a model number will not satisfy the literature requirement, if any, in the actual specifications.

26. Properly signed bids may be withdrawn any time prior to the official award of any contract. **HOWEVER, A BID NOT WITHDRAWN PRIOR TO ITS CONSIDERATION BY THE COMMISSIONERS COURT IS CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN AFTER ACCEPTED BY AWARDING OF A CONTRACT IN COMMISSIONERS COURT.** Alterations made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners Court's considering same.

27. Each vendor by submitting a bid agrees that if its bid is accepted by the Commissioners Court, such vendor will furnish all items/services upon which prices have been tendered and upon the terms and conditions in this bid package.

28. The person signing on behalf of the vendor expressly affirms that he is duly authorized to tender this bid and to sign the bid sheets and contract under the terms and conditions in this bid package, and further understands that the signing of the contract shall be on no effect unless subsequently awarded in Commissioners Court.

29. Item(s) supplied under this contract shall be subject to Anderson County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification at no expense to the using entity. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the using entity for disposition.

30. In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Anderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will run to Anderson County and its customers.

31. The successful bidder shall defend, indemnify, and save harmless Anderson County and all its officers, agents, and employees who are participating in this contract from all suits, actions, or property on account of any negligent act or fault of the successful bidder, or any of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Anderson County.

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

33. A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following minimum requirements:

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

34. Anderson 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, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Judge of his intent to appear. In determining responsible bidder the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in bid award. If two or more bidders, able to conform to the specifications, submit the lowest and best bid, the Commissioners Court shall decide between such bidders by drawing lots in a manner prescribed by the County Judge.

35. At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Anderson County reserves the right to con-currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Anderson County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirement within the time frame, set forth by the County.

36. Rejection of bids. If a bid is submitted in which there is failure to comply with the Specification requirements, such bid will not be considered and the contract awarded to the responsible bidder submitting the lowest and best bid conforming to the Specifications provided, however, the Commissioners Court shall in any event, have the authority to reject all bids or parts of bids when the interest of the County will be served thereby.

37. Anderson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Anderson County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful bidder can not deliver the ordered goods to meet County work schedules.

38. County funds for payment on any contract(s) awarded have been provided through Anderson County budget approved by County Commissioners for this fiscal year only. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Fiscal year for Anderson County extends from January 1<sup>st</sup> through December 31<sup>st</sup>. Furthermore, the Anderson County Commissioners Court, unconditionally reserves to itself the right to terminate this contract at the end of each budget period notwithstanding the actual anticipated term of the contract.

39. The County shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for one (1) additional year term. Contracts are extended upon mutual agreement of both Vendor and the County. The County of Anderson will not consider Contract extensions which include any increase in unit bid prices.

**40. All delivery and freight charges are to be included.**

**Anderson County reserves the right to accept or reject all or any part of any bid and make award that best serves the interests of Anderson County.**

**SPECIFICATIONS AND BID RESPONSE  
FOR PUG MILL MIXING OF OIL SAND**

Description of items	F. O. B. Point	PRICE PER TON
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Bid price includes furnishing Pug Mill, Loader, Radial Stacker, and operators for all equipment. Price includes mix design and lab work with county materials. Price bid for mixing oil/sand **per ton:**

Palestine	\$ _____
Elkhart	\$ _____
Montalba	\$ _____
Frankston	\$ _____

If RAP (asphalt milling) is incorporated into pug mill mixing an additional cost will be applied based on required equipment needed. Example: Screen, Crusher, Additional loader, and amount of RAP to be incorporated into mix. The additional equipment will be based on County approval and requirements. Price bid for asphalt milling **per ton:**

Palestine	\$ _____
Elkhart	\$ _____
Montalba	\$ _____
Frankston	\$ _____

Anderson County may deduct \$ \_\_\_\_\_ per ton for furnishing loader and operator for pug mill mixing operation.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on this bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY BID.**

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

**VENDOR REFERENCES**

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense of the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1 Name of person doing business with local governmental entity.</p>	<p>Date Received</p>
<p>2</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3</p> <p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4</p> <p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this of this questionnaire.</p>	

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

- Yes
- No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

- Yes
- No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government office serves as an officer or director, or holds an ownership of 10 percent or more?

- Yes
- No

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

\_\_\_\_\_  
Signature of person doing business with the governmental entity

Date

**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 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



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## ATTACHMENT: Vendor Certification Statement

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The undersigned hereby certifies that the RFP has been read and understood. In submitting its response, \_\_\_\_\_ (*company name*) represents to Anderson County (hereafter County) that:

1. It is capable of providing the services as described in the RFP;
2. The pricing being offered by the Vendor for the services are true and correct;
3. Agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
4. As of the date of signature below, it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
5. Is not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
6. Under Section 2155.004 and 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this certification is not ineligible to receive a resulting contract and acknowledges that such contract may be terminated and payment withheld if this certification is inaccurate;
7. Has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
8. Under Section 2155.004(a), Texas Government Code, the Vendor has not received compensation for participation in the preparation of specifications for this solicitation; and
9. Neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

\_\_\_\_\_  
Signature of Officer or Agent empowered to contractually bind the Vendor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title / Position

\_\_\_\_\_  
Date

**ANDERSON COUNTY  
CONTRACT SHEET**

THE STATE OF TEXAS  
COUNTY OF ANDERSON

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between Anderson County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Johnston, by virtue of an order of Anderson County Commissioners' Court, and \_\_\_\_\_ (hereinafter designated Contractor).

**WITNESSETH:**

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for \_\_\_\_\_ as stated in the Competitive Sealed Proposal Package Checklist hereto attached and made a part hereof: together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Palestine, Texas this \_\_\_\_ day of \_\_\_\_\_ 2019.

By: \_\_\_\_\_  
County Judge Signature

By: \_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Printed Name and Title

