



FANNIN COUNTY, TEXAS

INVITATION TO BID FOR ROCK AND GRAVEL

BID #19007

This invitation to bid/bid sheets is for your convenience in bidding for the County to purchase of Rock and Gravel for all Precincts of Fannin County as follows:

Sealed bids shall be received no later than 3:00 P.M., May 9, 2019 in the Fannin County Purchasing Agent's Office, 200 East 1st Street, Bonham, TX 75418.

Bids will be opened at the Fannin County Purchasing Office, 200 East 1st Street, Bonham, Texas 75418 at opening date and time. All bids received after the above mentioned date and time will be returned unopened and shall be considered void and unacceptable.

Notification for bidding to supply Rock and Gravel for Fannin County has been properly advertised as required by law. Bid forms containing required specifications shall be furnished to persons or firms requesting the forms from:

Mail:
Fannin County Purchasing
101 E. Sam Rayburn Dr. Suite 304
Fannin County Courthouse
Bonham, TX 75418

Physical:
Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418

Email: mcase@fanninco.net

Phone: (903) 583-0054
Fax: (903) 640-5806

*GRADATION OF MATERIAL

**FILTER BLANKET MATERIAL FOR
BED RIP RAP (LARGE ROCK)
GRADATION OF MATERIAL

<u>SIZE</u>	<u>PERCENTAGE</u>	<u>SIZE</u>	<u>PERCENTAGE</u>
1 1/2"	100%	4"	100%
1"	95 – 100%	2"	60 – 90%
1/2"	25 – 60%	1"	40 – 70%
#3	0 – 10%	3/8"	15 – 40%
#8	0 – 5%	#3	0 – 15%

FANNIN COUNTY COMMISSIONERS' RESERVE THE RIGHT TO REJECT ANY OR ALL PRODUCTS AT ANY TIME THAT THE PRODUCTS DO NOT MEET THE APPROVAL OF THE COMMISSIONERS, COLLECTIVELY OR INDIVIDUALLY.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY THE FANNIN COUNTY COMMISSIONERS COURT.

ROCK WILL BE PURCHASED BASED ON LOWEST PRICE AVAILABLE.

COMPANY NAME _____

ADDRESS _____

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin 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, 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 Fannin County growing out of such injury or damages.

Fannin County reserves the right to accept and or reject any and all bids.

RETURN BID TO:

Mail:
Fannin County Purchasing
101 East Sam Rayburn, Suite 304
Fannin County Courthouse
Bonham, TX 75418

Physical:
Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418

Sealed bids shall be received no later than:

3:00 P.M., Thursday, May 9, 2019
MARK ENVELOPE: "BID #19007 Rock and Gravel"

BID FORM

THIS BID FORM IS REQUIRED TO BE SUBMITTED AND SIGNED BY THE INDIVIDUAL THAT IS AUTHORIZED TO EXECUTE CONTRACTS FOR THE COMPANY.

I, WE, _____ (COMPANY NAME)

_____ (ADDRESS)

_____ (PHONE)

_____ (FAX)

HEREBY AGREE TO DELIVER TO THE COUNTY OF FANNIN, TEXAS, ROCK & GRAVEL IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.

SIGNATURE

PRINT NAME

TITLE

Bidder Shall Sign and Return Pages 1 through 21 of Bid Package and All Documentation Required by the Invitation for Bid.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. The period of acceptance of this bid will be no more than sixty (60) calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and

for the State of _____, on this day personally appeared

_____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a
(name)

duly authorized officer of/agent for _____;
(name of firm)

and have been duly authorized to execute the foregoing

on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the goods/services bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

_____ Telephone # _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____

_____ on

this the _____ day of _____, 20__.

Notary Public in and for
the State of _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ TELEPHONE NO.: _____

CONTACT PERSON: _____ TITLE: _____

2. COMPANY NAME: _____

ADDRESS: _____ TELEPHONE NO.: _____

CONTACT PERSON: _____ TITLE: _____

3. COMPANY NAME: _____

ADDRESS: _____ TELEPHONE NO.: _____

CONTACT PERSON: _____ TITLE: _____

Additional Terms and Conditions:

Pursuant to Government Code 2252.908 in regards to HB 1295 filing of application of Certificate of Interested Parties (Form 1295) shall be completed and included within bid package or said bid shall not be considered. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
 - (1) The contract requires an action or vote by the governing body of the entity or agency; or
 - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
 - (1) The governing body has legal authority to delegate to its staff the authority to execute the contract
 - (2) The governing body has delegated to its staff the authority to execute the contract; and
 - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

- (a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.
- (b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest“ means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) Receives compensation from the business entity for the person’s participation;

(2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) Is not an employee of the business entity or of an entity with a controlling interest in the business entity.

(f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate writing; including an electronic signature.

(g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity’s place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

[Texas.gov](#) | [Texas Homeland Security](#) | [Statewide Search](#) | [Site Policies](#)

Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel: and (ii) will not Boycott Israel during the term of the contract. **Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.**

**Fannin County
House Bill 89 Verification**

I, _____ (Person name), the undersigned representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; 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.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

The undersigned hereby certifies that he has read, understands and agrees that acceptance by Fannin County of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

Printed Name: _____

Date: _____ Bid valid for Sixty (60) days

NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED.

FUNDING: Funds for payment have been provided through the Fannin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit 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 Fannin County fiscal year shall be subject to budget approval.

COOPERATIVE PURCHASING: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Fannin County and successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Fannin County shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

LATE BIDS: Bids received in County Purchasing office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: 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 by Fannin County Purchasing Agent.

IF DURING the life of the contract, the successful bidder's net prices to other customers for commodities awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Fannin County.

DELIVERY: All delivery and freight charges (FOB Fannin County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place commodity(ies) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order.

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, Subtitled C, Chapter 171.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Fannin County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of 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 of the invitation. Fannin County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

DESCRIPTIONS: Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on commodities of like quality will be considered.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of commodity(ies).

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL COMMODITIES must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following 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.

Fannin County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin 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, 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 Fannin County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Fannin County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Fannin 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. Fannin County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of Fannin County, by an agent so designated, without expense to Fannin County.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Fannin County Purchase Order number, and (d) descriptive information as to the commodity(ies) delivered, including product code, item number, quantity, number of containers, etc..

INVOICES shall show all information as stated above and shall be mailed directly to the Fannin County Auditor's Office, 101 E. Sam Rayburn, Suite 303, Bonham, Texas 75418.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

SAMPLES: When requested, samples shall be furnished free of expense to Fannin County.

WARRANTY: Successful bidder shall warrant that all commodities 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.

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

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

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Fannin County.

SILENCE OF SPECIFICATION: 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.

Fannin County reserves the right to reject bids and refuse to contract with person (s) indebted to the County under LGC 262.0276.

ANY QUESTIONS concerning this Invitation for Bid and Specifications should be directed to the Purchasing Department at (903) 583-0054, Michelle Case – Purchasing Agent

ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED TO THE SENDER UNOPENED. THE FANNIN COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. EACH BID SUBMITTED MUST BE PROPERLY SIGNED.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY FANNIN COUNTY COMMISSIONERS' COURT.

PREFERENTIAL REQUIREMENT: The County of Fannin, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no

- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located:

 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes
no

 - c.) if "yes", what is that dollar increment or percentage?

HAVING READ AND UNDERSTOOD THE INSTRUCTIONS, TERMS, CONDITIONS, SPECIFICATIONS AND INVITATION TO BID, WE SUBMIT THE FOLLOWING IN RESPONSE TO FORMAL BID INVITATION AND HEREBY FURTHER AGREE TO PROVIDE TO THE COUNTY ANY AND ALL INVOICES IT MAY REQUIRE FOR PRICING VERIFICATION UNDER THIS CONTRACT:

Any questions concerning this bid are directed to Michelle Case, Fannin County Purchasing Agent at 903-583-0054.

Comments/Exceptions:
