



NAVARRO COUNTY AUDITOR'S OFFICE

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September 04, 2012

Bid 2013-D-003 Annual Contract for Dust Control / Polymers

Open Date – September 24, 2012 at 10:00 a.m.

The enclosed *Invitation to Bid, Instructions/Terms of Contract and Specifications/Response Forms* are for your convenience in bidding the referenced products or services for Navarro County.

Sealed bids shall be submitted no later than:

Monday, September 24, 2012, 10:00 a.m.

Mark Envelope: Bid No. 2013-D-003 Annual Contract for Dust Control / Polymers

Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids which are not signed and dated will be rejected.

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the County Courtroom, First Floor, Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903-654-3095.

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
INVITATION TO BID**

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

Annual Contract for Dust Control / Polymers

Navarro County reserves the right to reject any or all bids for the products covered in this bid request and to waive any informalities or defects in the bidding and to accept such bids as it shall deem to be in the best interest of Navarro County.

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 8-14 in this packet.

Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked - Bid No. 2013-D-003 Annual Contract for Dust Control / Polymers

BIDS SHOULD BE RETURNED TO the following address on or before Monday, September 24, 2012, no later than 10:00 a.m.

Navarro County Auditor's Office
Navarro County Courthouse
300 West Third Avenue, Suite 10
Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All bids must be received in the County Auditor's Office before the opening date and time.

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
INVITATION TO BID**

Navarro County is requesting bids on Annual Contract(s) for Dust Control / Polymers. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2013.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

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

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County 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: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

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

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. The Navarro County Auditor will make all change orders to the contract in writing.

Delivery: All delivery and freight charges (FOB Navarro County Courthouse) are to be included in the bid price.

Conflict of Interest: No public official shall have interest in this contract, in accordance with *Vernon's Texas Codes Annotated, Local Government Code*, Title 5, Subtitle C, Chapter 171.

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 Navarro County.

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BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
INVITATION TO BID**

Exceptions/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 this 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. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all who are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

Bids must comply with all Federal, State, county and local laws concerning these type purchases.

Davis-Bacon and Related Acts: Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Housing and Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Design, Strength, Quality of materials must conform to IBC 2006 (International Building Code).

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and 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, and;
5. Be otherwise qualified and eligible to receive an award.

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

References: Navarro County requests bidder to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

Bidder Shall Provide, with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
INVITATION TO BID**

Successful Bidder Shall defend, indemnify and save harmless Navarro 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 indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from 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 with costs which may be obtained against Navarro County growing out of such injury or damages.

Insurance Requirements: Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

- a. **Workers' Compensation Coverage** meeting the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. **General Liability Insurance** meeting the following limits - **\$1,000,000 per occurrence/aggregate**, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

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

Termination for Default: Navarro County reserves the right to terminate the contract for default if Contractor/Bidder breaches any of the terms therein, including warranties of Contractor/Bidder or if the Contractor/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 Navarro 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 Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
INVITATION TO BID**

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: A purchase order will be generated by Navarro County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Navarro County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Packing Slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) delivery location, (c) Navarro County purchase order number and (d) descriptive information as to the term(s) delivered, including description, quantity, number of containers, etc.

Invoices: Payment will be made from original vendor invoices only. Shipping documents will be considered informational only and will be held until an invoice is received. The County does not pay from monthly statements. Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

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

Testing: Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

Warranties: Contractor/Bidder shall furnish all data pertinent to warranties or guarantees which may apply. Contractor/Bidder may not limit or exclude any implied warranties. Contractor/Bidder warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's/Bidder's expense. If Contractor/Bidder fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's/Bidder's expense.

Remedies: The successful bidder and Navarro 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 Navarro County, Texas.

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INVITATION TO BID**

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

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission 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.

Navarro County reserves the right to make purchases from State Government Contracts or other vendors to meet County needs.

Any Questions concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903-654-3095.

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
SPECIFICATIONS/BID PROPOSAL FORM**

Navarro County is requesting bids for an **Annual Contract(s) for Dust Control / Polymers** as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2012 through September 30, 2013.

Bids are binding under the Uniform Commercial Code.

FIRM SUBMITTING BID		FEDERAL ID NUMBER
ADDRESS		
CITY, STATE, ZIP		
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID		
TELEPHONE NO.	FAX NO.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE	

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
SPECIFICATIONS/BID PROPOSAL FORM**

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §

COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who, after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal 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 he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: _____

Telephone: _____

By: _____ Title: _____
(Type of 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 Texas

**NAVARRO COUNTY
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SPECIFICATIONS/BID PROPOSAL FORM**

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. **This form must be returned with your proposal.**

REFERENCE 1

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

REFERENCE 2

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

REFERENCE 3

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

**NAVARRO COUNTY
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SPECIFICATIONS/BID PROPOSAL FORM**

COMPANY SUBMITTING BID	FEDERAL ID NUMBER
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ADDRESS _____

CITY, STATE, ZIP _____

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID _____

TELEPHONE NO. _____	FAX NO. _____	E-MAIL _____
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SIGNATURE OF AUTHORIZED REPRESENTATIVE _____	DATE _____
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The following products are included in this bid:

Asphalts, Oils and Emulsions - Item 300 (State Specifications):

Description of Product Being Bid _____

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Emulsified Asphalt Treatment - Item 314 (State Specifications):

Description of Product Being Bid _____

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

**NAVARRO COUNTY
 BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
 SPECIFICATIONS/BID PROPOSAL FORM**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 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 if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
1	Name of person who has a business relationship with local governmental entity.	Date Received
2	<input type="checkbox"/> 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 the originally filed questionnaire becomes incomplete or inaccurate.)	
3	<p>Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<p style="text-align: center;">_____ Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____ Date</p>	

Adopted 06/29/2007

**NAVARRO COUNTY
BID NO. 2013-D-003 ANNUAL CONTRACT FOR DUST CONTROL / POLYMERS
SPECIFICATIONS/BID PROPOSAL FORM**

Contract Checklist

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Statement of Bidder's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A list of references must be submitted with the form.
- A Bid Proposal Affidavit must be submitted with the Bid Form.

If any statements were ***not*** checked please provide an explanation in the given area below.

Contractor Signature Date

**NAVARRO COUNTY
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SPECIFICATIONS/BID PROPOSAL FORM**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of Years in contracting business under present name: _____

Contract on Hand:

Contact	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** project: _____