Howard County
Road & Bridge

January 26, 2023

RE: Invitation to Bid Howard County RFQ 2023003M "Roadway Base Material"

Dear Vendor,

Howard County Road & Bridge thanks you for your interest in our RFQ 2023003M Roadway Base Material Bid. We will be taking bids from now until February 23,2023, 10:00 A.M. Your Bid Packet is attached. If you have any questions, please feel free to contact me at (432) 264-2208 or brian.klinksiek@howardcountytx.gov

Packets must be returned to Howard County Auditor's office no later than 10:00 A.M. February 23,2023. Mark sealed envelopes, "**RFQ 2023003M**".

Return to

Howard County Auditor
Jackie Olson
300 S Main, Room 203
P.O. Box 1949
Big Spring, Texas 79721

Sincerely,

Brian J Klinksiek

Brian J. Klinksiek P.E., D.R.

Invitation To Bid Howard County RFQ2023003M "Roadway Base Material"

The Howard County Auditor will accept sealed bids until 10:00 AM on February 23, 2023. Specifications may be obtained at the Howard County Road and Bridge Department office, 3604 Old Colorado City Road, Big Spring, Texas 79720.

Item 247-6123 FL BS (RDWY DEL) (TY A GR 3) (LOC #1 HC R&B Yard). This is a material purchase delivered to the Howard County Road & Bridge yard, 3604 Old Colorado City Rd, Big Spring, Texas (32°18'37.48"N, 101°26'19.22"W).

Bids may be mailed to the Howard County Auditor, at P.O. Box 1949, Big Spring, Texas 79721-1949 or delivered to the Auditor's Office, Room 202, Howard County Courthouse. **Mark Sealed Envelope "RFQ2023003M"**

Bids will be presented to the Commissioner's Court at 3:30 PM, February 27th for their consideration. The Court reserves the right to reject any or all bids.

Jackie Olson-Howard County Auditor

NOTICE TO BIDDERS RFQ 2023003M

1. Bids are to be submitted on this form. Be sure to include both pages 1 & 2. Each bid shall be placed in an envelope, sealed and properly identified with the bid title and delivered to the County Auditor's Office before 10:00 A.M., Thursday, February 23, 2023. Late bids will not be considered under any circumstances. Bids will be opened at that time and award at the Howard County Commissioner's Court regular meeting on February 27, 2023 at 3:30 PM.

2. The County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards and will be deleted from subsequent invoices.

3. Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or his agent. No bid can be withdrawn after the opening time without approval of the Commissioners' Court based on reasonable acceptable reason.

4. The County will evaluate the bids and make awards for supplies, materials, services and equipment on the basis of the lowest and best bid, which meet the specifications.

5. The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated. The County reserves the right to accept or reject all or any part of any bid and award the bid to best serve the interest of the County.

6. By signing and executing this bid, the bidder certifies and represents to the County that bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

7. Bidder further certifies and represents that bidder has not violated any State, Federal, Local Law regulations or ordinance relating to bribery, improper influence, collusion, discrimination or other similar crimes and all items or services provided or delivered under and awarded shall conform hereto.

8. Awarded bid will be paid for out of current county funds.

9. **Insurance coverage limits shall conform to the attached Exhibit A.**

10. Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit price shall govern.

11. Unless otherwise noted, bid prices must be firm for acceptance 60 days from opening date of bid and remain firm until September 30, 2023.

12. Must meet 2014 TxDOT Standard Specification for Item 247 Flexible Base Type A Grade 3.

13. **Scale Certification must be provided within 30 days of this bid. Loader scales are not acceptable for billing**

14. Bid must show the number of days required to produce material under normal conditions after receipt of an order.

15. Material will be delivered to the Howard County Road & Bridge Department Yard, 3604 Old Colorado City Rd. (32°18'37.48"N, 101°26'19.22"W).

Please initial _____

NOTICE TO BIDDERS RFQ 2023003M

BID SUBMITTED BY:_____

NAME & TITLE:_____PHONE NO:_____

BID PRICE :

Item 247-6123a FL BS (RDWY DEL) (TY A GR 3) (HC R&B YD)
(32°18'37.48"N, 101°26'19.22"W).

8,000 TONS _____$/TON $_____

Time needed from order receipt until delivery: _____

Bid Total $_____

SIGNATURE:_____

DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the County Clerk of Howard County no 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. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A copy of the law is available at:
https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm

Frequently ask questions are available at:
https://www.county.org/TAC/media/TACMedia/Legal/Legal%20Publications%20Documents/2019-Disclosure-of-Certain-Business-Relationships.pdf

The forms for reporting are available at:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please turn completed forms to the Howard County Auditor's Office located at 300 Main, Room 202 Big Spring, TX or mail to P.O. Box 1949, Big Spring, TX 79721.

EXHIBIT A

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by County. All such insurance, including renewals, shall be subject to the approval of County for adequacy of protection and evidence of such coverage shall be furnished to County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Agreement without thirty (30) calendar days prior written notice to County. Completed Certificates of Insurance shall be filed with County prior to the performance of services hereunder, provided however, that Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with County.

B. If in the judgment of County, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, County reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

General Conditions

The following condition shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement:

1) Named Insureds: All insurance policies required herein shall be drawn in the name of Contractor, with County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2) Waiver of Subrogation: Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

3) Certificates of Insurance: At or before the time of execution of this Agreement,

Contractor shall furnish County's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to County not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to County's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to:
County Engineer at 3604 Old Colorado City Rd,. Big Spring Texas 79720.

4) Contractor's Liability: The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount 6f any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

5) Subcontractors' Insurance: Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub- Subcontractors to furnish copies of certificates of insurance to the County Engineer evidencing coverage for each Subcontractor and Sub-Subcontractor.

Types And Amounts Of Insurance Required

Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

1) Commercial General Liability: This policy shall be occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of County or others arising out of the act or omission of Contractor or its agents and employees. This policy shall include completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

   $1,000,000.00 General Aggregate
   $1,000,000.00 Products Completed Operations
   $1,000,000.00 Personal & Advertising Injury
   $1,000,000.00 Each Occurrence
   $ 100,000.00 Fire Damage (Any one Fire)

2) Business Automobile Liability: This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

   $1,000,000.00 Combined Single Limit

3) Workers' Compensation and Employer's Liability: If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
$ 500,000.00	Employer's Liability, Each Accident Employer's
$ 500,000.00	Liability, Disease - Each Employee Employer's
$ 500,000.00	Liability, Disease - Policy Limit