



HENDERSON COUNTY

INVITATION FOR BIDS

BID OPENING DATE AND TIME: **MARCH 9, 2010, 2:00 P.M. IFB NO. 04-10**

STEEL CULVERTS

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the Henderson County Purchasing Office, 100 E. Tyler St. Room 303, Athens, Texas 75751 until 2:00 P.M. Central Time, March 9, 2010.

BIDS MUST BE RETURNED BY DATE/TIME SHOWN ABOVE IN A SEALED ENVELOPE CLEARLY LABELED WITH THE NAME AND ADDRESS OF BIDDER, IFB NO. AND BID OPENING DATE AND TIME ON THE OUTSIDE OF THE ENVELOPE. BIDDER MUST RETURN THIS COVER SHEET AND THE BID RESPONSE FORM ATTACHED.

Any bid received later than the specified time, whether delivered in person or mailed, will be Returned unopened.

Any questions pertaining to the bid should be directed in writing to Sherrie Carmichael or e-mailed to scarmichael@co.henderson.tx.us, no bid will be accepted unless in a sealed envelope.

Check if declining to bid. State reason:

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 Invitation to Bid, Specifications, and Special Provisions, as well as any and all addenda, for the amount(s) shown on the accompanying bid sheets(s). By signing below, you have read the entire document and agreed to the terms therein. **FAILURE TO SIGN WILL DISQUALIFY BID.**

Name and Address of Bidder:

(Authorized Signature and date)

(Name of authorized representative)

(Zip)

(Title)

(Federal I. D. Number)

(Telephone)

(Email Address)

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Invitation for Bid; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All bids shall be binding upon the respondent if accepted by the County within sixty (60) days of the bid opening

Bids are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. By returning this bid with price(s) quoted, vendors certify and agree to the following:

BIDDING REQUIREMENTS: Bidders must comply with all statutes, rules, regulations and policies relating to purchasing at Henderson County in addition to the requirements of this form. The signed cover sheet and the bid response form, must be received by the Henderson County Purchasing Department on or before the hour and date specified. Late and/or unsigned bids will not be considered under any circumstances. Bids cannot be altered or amended after due date and time.

BIDDER CERTIFICATION: The bidder agrees that submission of a signed bid is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER AFFIRMATION: Signing this Bid with a false statement is a material breach and shall void the submitted bid or any resulting contract(s), and the bidder shall be removed from all bid lists. By signature, the bidder certifies that the bidder has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Henderson County Elected Official or employee in connection with the submitted bid; (ii) received compensation for participation in the preparation of this Invitation for Bids or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this invitation for Bids.

ACKNOWLEDGEMENT OF AMENDMENTS: Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by Henderson County by the time and at the place specified for receipt of bids.

ADDITIONAL INFORMATION: Questions regarding this solicitation must be in writing to Sherrie Carmichael at the above address. Bidders are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

BID WITHDRAWAL: after opening, bidders will not be allowed to withdraw their bids unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Henderson County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the bid. Such request shall be received by Henderson County within 10 days after opening. If permitted to withdraw its bid, the bidder shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. Prior to opening, bidders may withdraw simply by making a written request to Henderson County; no explanation is required.

BID PRICES: Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. Bid prices shall be firm for Henderson County acceptance for sixty (60) days from due date and withdrawals are not permitted. The price for the goods shall be no higher than the lowest price charged to the Seller's customers who take delivery in substantially similar amounts

under similar conditions during the same period of time. If before delivery of the goods, Seller offers to sell such goods to such customers at a price(s) lower than specified on this Bid, Seller shall reduce the price charged to Henderson County to reflect such lower prices(s).

SPECIFICATION: Catalog, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless expressly stated otherwise. If bidding on other than references, bidder must show manufacturer, brand or trade name and other description of goods offered. Manufacturer's standard warranty shall apply unless otherwise stated in the Invitation for Bids or Request for Proposals.

DELIVERY AND FREIGHT CHARGES: All delivery and freight charges are to be included, on the basis of deliveries being FOB destination. Deliveries are to be made per Purchasing Department instructions. Shipments sent C.O.D. without Henderson County's consent may not be accepted and will be at Seller's risk.

PACKAGING: The risk of loss or damage in transit shall be upon the Seller. Upon receipt of written instruction from Henderson County, Seller will promptly replace any goods damaged in transit and make good any defects in the goods, which Henderson County may discover within a reasonable time without prejudice to such further or other remedies, which may be sought by Henderson County at law, or in equity. Seller must enter with the carrier and prosecute all claims for damage or loss in shipment.

INSPECTION: Acceptance of the goods is subject to Henderson County inspection and approval. Such inspection and approval may be made within 10 days after the date of delivery. Notwithstanding the preceding sentence, Henderson County shall have reasonable time within which to reject goods with defects not noticeable by visual inspection, after discovery thereof. All goods failing to meet Henderson County inspection and specification may be accepted by Henderson County with an equitable adjustment in price, sold for the account of Seller or be held or returned at Seller's risk and expense, at Henderson County's option, all without prejudice to Henderson County other remedies at law or in equity. The cost of rework, inspection, transportation, repackaging, and re-inspection shall be at Seller's expense.

WARRANTY: 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 Henderson 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 Henderson County and its customers.

QUANTITIES: Quantities indicated in the Bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the bid price.

AWARD: Henderson County reserves the right to award this contract on the basis of BEST VALUE 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 Office of the Purchasing Agent of his intent to appear. In determining BEST VALUE the following is taken into consideration: price, life cycle costs, quality, installation, delivery, training and past performance. Cash discounts are not considered in bid award.

CONTRACT AWARD: A response to this Invitation for Bids is an offer to sell based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are

accepted through issuance of a written Purchase Order or Contract by Henderson County Commissioners Court. This bid along with worksheets, submitted documents when properly accepted and awarded by Henderson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Henderson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

MULTIPLE BID AWARD: At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Henderson County reserves the right to con-currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Henderson 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.

BIDDER RESPONSIBILITY: The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: An Offeror must affirmatively demonstrate their responsibility. An offeror 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.

PROTESTS: A supplier who disagrees with an action taken by the Purchasing Department shall submit a written protest stating the basis for its position. The Purchasing Department may meet with the supplier and in any case shall provide a prompt written response to the supplier's protest. If the supplier requests further review of the action of the Purchasing Department, such review shall be promptly conducted by Counsel for Henderson County.

TIE BIDS: Award will be made by drawing of lots. Consistent and continued tie bidding could cause rejection of bids by Henderson County and/or investigation for antitrust violations.

ALTERNATE BIDS: Bidders offering alternatives other than those permitted by the specifications or statement of work may submit a separate envelope clearly marked "Alternate Bid". Alternative bids will be deemed non responsive and will not be considered for award. All such responses, however, will be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the specifications or statement of work to include the alternative, or the alternative may be considered for future requirements of Henderson County.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Henderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Henderson County to enforce any provision at any time in accordance with its terms.

PURCHASE ORDER REQUIREMENT: Purchases of Henderson County are authorized only if a signed purchase order is issued in advance of the transaction, showing that the ordering department has sufficient funds available to pay for the order. Contractors providing goods or services without a

signed purchase order do so at their own risk. Henderson County shall not be liable for payment for any goods or services provided under the contract unless a valid purchase order has been issued to the contractor.

PAYMENT: Seller shall send an original copy of invoices on date of shipment. Invoices must clearly indicate the Purchase Order number. Payment shall be made by Henderson County in thirty (30) days from the day the invoice was received in the County Auditor's Office or delivery date whichever is later. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Henderson County. Acceptance by Seller of final payment shall be deemed a release of Henderson County for all claims and liabilities of Henderson County to Seller. No payment, however, final or otherwise, shall operate to release Seller from any obligation arising under the Order.

SALES TAX: Henderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Henderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Henderson County Auditor.

ORAL STATEMENTS: Henderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Henderson County Purchasing Department.

INDEMNITY: Seller shall indemnify and hold Henderson County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly for contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under the terms of this bid. Certification of such coverage must be provided to the County before beginning any work.

REMEDIES: If Seller breaches any term of a contract, Henderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Henderson County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing cost, and incidental, consequential or special damages incurred by Henderson County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Henderson County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Henderson County may treat such act as a breach hereof. Henderson County may assign or delegate all or any part of its right and duties hereunder.

CHANGE OF OWNERSHIP: If ownership of your firm should change during the term of the contract, Henderson County must be notified in writing within ten (10) days and a new declaration of relationships (Conflict of Interest form) submitted to Henderson County Purchasing Director. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CANCELLATION: Upon thirty (30) days written notice to Seller, Henderson County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods 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. Henderson 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.

APPLICABLE LAWS: Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Henderson County. The goods may be returned or held for the account of seller, all at Seller's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Henderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

FUNDING CLAUSE: Henderson County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement from other sources, this Agreement may be terminated. To effect the termination of this Agreement, Henderson County shall, thirty days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The vendor will submit a final invoice and coordinate with the Purchasing Agent to remove all property belonging to said vendor as soon as possible. The final invoice will be verified and approved by Purchasing Agent. Thereupon, Henderson County will be released from its obligation to make all further payments.

COOPERATIVE CONTRACTS: Henderson County reserves the right to make purchases from governmental cooperative contracts or other vendors to meet county needs. Governmental entities within Henderson County utilizing inter-governmental contracts with Henderson County will be eligible, but not obligated, to purchase goods and/or services under the contract(s) awarded as a result of this solicitation. Using entities are responsible for obtaining charge authorization levels from awarded vendor and are responsible for conforming to their statuted auditing regulations. All purchases by using entities will be billed directly to that entity and paid by that entity. Henderson County will not be responsible for another governmental entity's debts. Each entity will order their goods and/or services as needed.

AUTHORIZED PERSONNEL: County employees, other than those designated by the county auditor are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Henderson County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

CONTRACT EXTENSION: Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to three (3)

additional one (1) year terms [five (5) years total]. The renewal will be under the same terms and conditions as the original contract. Contracts are extended upon mutual agreement of both Vendor and the County. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

RIGHT TO PURCHASE ELSEWHERE: Henderson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Henderson 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.

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. Henderson 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.

SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published IFB package, then in the event of any conflict between the terms and provisions of the County's published IFB, or any portion thereof, and the terms and provisions of the response made by offeror, the County's IFB as published shall control. Furthermore, if an alteration of any kind to the County's published IFB is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

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

Any responses, worksheets and/or submitted documents to this IFB becomes the property of Henderson County unless withdrawn before the due date and time of this bid.

SPECIAL TERMS AND CONDITIONS

The Contract period will be for twenty-four (24) months effective April 1, 2010 through March 31, 2012. Henderson County reserves the option to award any or all items to multiple vendors.

Price Adjustments: Prices on this contract must remain firm for the first year following contract award. Thereafter, if the contractor is subject to increases in costs beyond its control, it may request Henderson County to consider a price adjustment for the second year and the extension years if applicable. Only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation or copies of manufacturer's invoices may be submitted to Henderson County for price adjustment consideration. Henderson County will accept or reject increases within fourteen (14) days after receipt of a properly submitted request. New prices do not go into effect until approved by the Henderson County Commissioners Court. The contractor shall implement immediately any price decrease that may become available.

Fuel Charges: Fuel charges must be included on the bid response sheet and included as a separate line on invoices. If no fuel charges are included on this response sheet then Henderson County will assume that none will be assessed and Henderson County will strike any fuel charges added to invoices.

Award criteria:

Henderson County will award the bid for the items that will serve the County's best interest; therefore, the following criteria will be used when evaluating bids:

- 1) quality of product
- 2) adherence to specifications as stated in this Invitation for Bid
- 3) vendors ability to furnish unit in a timely manner
- 4) price

Contractors must, upon the request of Henderson County, furnish satisfactory evidence of their ability to furnish products or services, in accordance with the terms and conditions of these specifications.

Vendor(s) must receive a purchase order before accepting an order for services or supplies. Any invoices received without a purchase order will be subject to rejection of payment.

SPECIFICATION

THE PIPES SHALL BE FABRICATED IN ACCORDANCE WITH ITEM 460, OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, 2004 EDITION OF THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, OR ANY UPDATE IF ONE HAS TRANSPIRED SINCE THAT DATE.

Ends of steel pipe shall be ground and painted with re-galvanizing compound to meet Henderson County Specifications.

DIAMETER	CORRUGATION	GAUGE
12"	2 - 2/3" X 1/2"	16
15"	2 - 2/3" X 1/2"	16
18"	2 - 2/3" x 1/2"	16
21"	2 - 2/3" x 1/2"	16
24"	2 - 2/3" x 1/2"	16
30"	2 - 2/3" x 1/2"	16
36"	2 - 2/3" x 1/2"	16
42"	2 - 2/3" x 1/2"	16
48"	3" x 1"	16
54"	3" x 1"	16
60"	3" x 1"	14
72"	3" x 1"	14
84"	3" x 1"	12
96"	3" x 1"	12
108"	3" X 1"	12

County barns are located at the following:

Pct #1 barn - 6002 Spring Creek Park Rd., Malakoff, TX. 75148

Pct #2 barn - 12416 W. Hwy. 175, Eustace, TX. 75124

Pct #3 barn - 10731 State Hwy. 31, Murchison, TX. 75778

Pct #4 barn - 9647 CR 4719, Larue, TX. 75770

BID RESPONSE

DIAMETER	PER LINEAR FT
12"	\$ _____
15"	\$ _____
18"	\$ _____
21"	\$ _____
24"	\$ _____
30"	\$ _____
36"	\$ _____
42"	\$ _____
48"	\$ _____
54"	\$ _____
60"	\$ _____
72"	\$ _____
84"	\$ _____
96"	\$ _____
108"	\$ _____

FUEL CHARGE \$ _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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.

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.

Date Received

1 Name of person who has a business relationship with local governmental entity.

2



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 not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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.

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?

_____ Yes _____ No

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?

_____ Yes _____ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government office serves as an officer or director, or holds an ownership of 10 percent or more?

_____ Yes _____ No

D. Describe each employment or business relationship with the local government office named in this section.

4

Signature of person doing business with the governmental entity

Date