

LAMAR COUNTY

Request for Bid

DIRT

Bid No. RM-1122-6

Return Deadline is NO LATER THAN: 10:00 A.M., December 12, 2022

RETURN SEALED BID TO:  
Lamar County Auditor's Office  
119 N. Main, Rm #B05  
Paris, Texas 75460

REQUEST FOR BID  
DIRT

I. GENERAL INSTRUCTIONS TO VENDORS

1. The Commissioners' Court of Lamar County will receive bids until 10:00 A.M., Monday, December 12, 2022, for the purchase of dirt.
2. Lamar 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 deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Commissioners' Courtroom, Courthouse, Paris, Texas.
3. The Commissioners' Court reserves the right to reject any or all bids and to waive minor technicalities.
4. Bids should be sealed and labeled "BID – DIRT" and should be sent to the Lamar County Auditor's Office, 119 N. Main, Rm #B05, Paris, Texas 75460.
5. If bidder does not wish to bid at this time, but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive RFBs, bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on the bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified.
6. Lamar County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may influenced your decision to "NO BID".
7. To obtain results, or if you have any questions, please contact the Lamar County Auditor's Office at (903)737-2416.
8. Bids to be acceptable for considerations must conform to the following instructions and specifications.

## II. BID INSTRUCTIONS

THIS IS THE ONLY APPROVED INSTRUCTIONS FOR USE ON YOUR INVITATION TO BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BIDS. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

IT IS UNDERSTOOD that the Commissioners Court of Lamar County, Texas reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder.

EACH BID shall be placed in a separate envelope completely and properly identified. Bids must be in the Auditor's office BEFORE the hour and date specified.

1. LATE BIDS: Bids received in the County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Late bids will not be considered under any circumstances.
2. ALTER/WITHDRAWAL OF BID: Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
3. SALES TAX: Lamar County is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in bid.
4. BID AWARD: Lamar County reserves the right to award by item or by total bid, prices should be itemized.
5. CONTRACT: This bid, when properly accepted by Lamar County, shall constitute a contract equally binding between the successful bidder and Lamar County. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE OF AUTHORITY to BIND HIS FIRM IN A CONTRACT. No different or additional terms will become part of this contract with the exception of a Change Order.
6. 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 the Lamar County Auditor.
7. DELIVERY: Quote F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increased not considered.

8. DELIVERY TIME: Bids must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Auditor's office immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the County Auditor. The County has the right to extend deliver time if reason appears valid.
9. CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Title 5, Subtitled C, Chapter 171.
10. EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exceptions 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. Lamar 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.
11. DESCRIPTIONS: Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bid must show manufacturer, brand or trade name, lot number, etc... of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand name, numbers, etc... as specified.
12. ADDENDA: Any interpretations, corrections or changes to this RFB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Lamar County Auditor. Addenda will be mailed to all who are known to have received a copy of this RFB. Bidders shall acknowledge receipt of all addenda.
13. REFERENCES: Lamar County requests bidder to supply, with RFB, a list of at least three (3) references where like items have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
14. BIDDER SHALL PROVIDE with this bid response, all documentation required by this RFB. Failure to provide this information may result in rejection of bid.
15. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Lamar 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 Lamar County growing out of such injury or damages.

16. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery/completion and acceptance of items 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. Lamar 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.
17. **TERMINATION FOR DEFAULT:** Lamar 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. Lamar County reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) meet delivery or completion schedules, or
  - b) 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.
18. **SAMPLES:** When requested, samples must be furnished free of expense to the County. If not destroyed in examination they will be returned to the bidder, on request at his expense. Each sample should be marked with bidder's name and address, and County bid number. Do not enclose or attach to sample bid.
19. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Lamar County from claims involving infringement of patents or copyrights.
20. **PURCHASE ORDERS/INVOICES:** A purchase order is required for each invoice. The purchase order number must appear on all itemized invoices. Lamar County will not be responsible for any orders placed/delivered without a valid current purchase order number. Invoices shall be mailed directly to the Lamar County Auditor's Office, 119 North Main, Room B05, Paris, Texas 75460.
21. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Lamar County Commissioners.

22. 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.
23. INSURANCE: Before commencing work, the successful bidder shall be required, at his own expense, to furnish, the Lamar County Auditor's office within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract.

a) Commercial General Liability insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$500,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the construction work is completed, or, coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.

b) Workers Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance.

c) Commercial Automobile Liability insurance at minimum combined single limits of \$500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance, provided the primary policy complies with the above requirements and the excess umbrella is following form.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per-occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for product/completed operations, and broad form contractual liability covering the obligations included in the contract.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Lamar County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

### III. SPECIFICATIONS FOR DIRT

1. Must be suitable for use in road and bridge construction, repair projects as a sub-grade material and must be suitable in installation of culverts and other related applications.
2. Shall be free of undesirable weed, roots, and grass.
3. Bid should include cost of material at the site.
4. Cost of material should be priced per yard.
5. Location of each precinct are as follows:
  - Precinct #1 is located at Pattonville, Texas.
  - Precinct #2 is located at Roxton, Texas.
  - Precinct #3 is located at Sumner, Texas.
  - Precinct #4 is located at Faight, Texas.
6. The contract period will begin January 1, 2023 and end December 31, 2023.

IV. BID SHEET FOR DIRT

BID NO. RM-1122-6

COST OF MATERIAL AT SITE

Dirt

\$\_\_\_\_\_ / per yard

Other information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

PLEASE MAIL YOUR  
BID TO:

Lamar County Auditor's Office  
119 N. Main, Rm B05  
Paris, TX 75460

LAMAR COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.