



INVITATION TO BID NO. 11-600-032
Wise County, Texas

BID TITLE: *Hauling Road Materials*

BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Friday, March 18, 2011*

RETURN BIDS TO:

*Wise County Asset Control
400 W Walnut, Decatur or
P.O. Box 952, Decatur, TX 76234*

All bids must be submitted in a sealed envelope on the enclosed bid forms and received on or before the time specified above. The bid envelope must have a return address and the name and bid number on the outside of the envelope.

SCOPE

Wise County is now accepting formal sealed bids for the purchase of a contract for hauling road materials for all precincts.

The contract period will be effective beginning April 1, 2011 through June 30, 2011.

This bid can be extended 3 additional times for 90 day increments with approval of Commissioners' Court.

This contract may be canceled with 30 days written notification on behalf of either party.

SPECIFICATIONS

This contract will be bid on a per ton basis, plus mileage 0 - 10 miles, and over ten (10) miles and/or hourly rate.

If for any reason, the successful bidder cannot furnish the number of trucks needed for a job, bidders having qualified under the same bid will be given opportunity to match the lowest bidder and be hired to meet the demand.

It is the intent of Wise County to haul gravel for road building from various road material locations to pre-designated job locations with the jurisdictional boundaries of the contracting Commissioners' precincts. Due to geographic locations, hauling contracts may be awarded to more than one bidder, depending on that bidders prices and its' proximity to County job sites.

Trucks suitable for this contract shall include tandem dumps with pup trailers or large belly dump trailers. Combination should be capable of hauling a minimum of 22-tons.

Bills should be computed daily and invoices turned in at least weekly showing hours worked, number of loads, hauling destination, and any other information requested by the County at that time.

Time cannot start prior to 1 hour before the County Barn opens. A lunch break must be reflected on the time. Quitting time is when the last load is dumped.

The bid award shall be based on, but not limited to the following factors: 1) Wise County's evaluation of vendor to supply and perform. 2) Vendor's reputation. 3) Vendor's past performance record with Wise County or other Counties. 4) Best bid price.

INSURANCE

A certificate of insurance shall be filed with Wise County prior to commencement of any work under this contract, naming Wise County as an additional insured with regard to this contract and evidencing insurance coverage of limits not less than the following (equivalent to Devon Energy requirements):

General Liability - 100,000 - 300,000 each accident

Property Damage - 100,000 each person - 100,000 each accident

The successful contractor shall indemnify and save harmless Wise County, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of and resulting from the performance of the work provided that any such claim, damage, loss of expenses. (a) Attributable to bodily injury to or destruction of tangible property, including the loss of use, resulting therefrom. (b) The contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Any and all such claims against any party indemnified hereunder by any employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation herein provided shall not be limited in any way by any benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. Successful bidder(s) MUST provide Wise County with certificates of insurance; as such certificates become available, certifying that necessary coverage is kept in force throughout the life of this contract. Failure to comply with this stipulation will result in immediate cancellation of this contract.

ESTIMATED QUANTITIES

Because Wise County's needs are seasonal in nature, it is not feasible to offer prospective bidders estimated quantities needed during the year. However, prospective bidders are encouraged to contact the individual department heads of the listed departments to discuss their anticipated needs. Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the county's actual needs.

PRECINCT LOCATIONS AND PHONE NUMBERS

Precinct #1 Highway 380 and FM 51 N., Decatur	940-627-5810 Danny White
Precinct #2 Highway 81/287 and FM 1655, Alvord	940-427-4881 Kevin Burns
Precinct #3 Highway 730 S., Boyd	940-433-5365 Harry Lamance
Precinct #4 Highway 380, Bridgeport	940-683-4153 Terry Ross

GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for each product sold to the County must include all ancillary costs associated with the product.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

Invoices must show the address and department where the service was required and the bid number. Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations 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 Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified.

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. 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. Wise 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.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

All submittals become the property of Wise County.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Friday, March 18, 2011.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Friday, March 11, 2011.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

TITLE

The bid must be submitted in a sealed envelope with the following written on the lower left hand corner.

”HAULING ROAD MATERIALS, BID NO. 11-600-032”

The bid envelope must also have the bidder's complete return address in the upper left hand corner of the envelope.

HAULING ROAD MATERIALS
BID NO. 11-600-032

Bidder's Name: RJ CLEVELAND TRUCKING

Mailing Address: 220 CR 3341 PARADISE

Address: 220 CR 3341

City/State/Zip: PARADISE TX 76073

Phone Number: (940) 577-4731 Fax/Mobile: (940) 969-2469 FAX

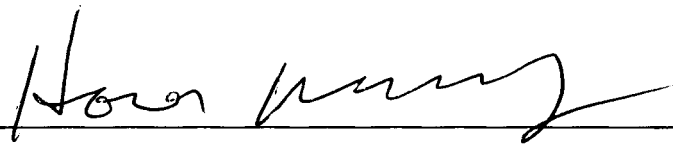
Contact Person: REY CROSS, HOMER MUNDY

Hourly Rate \$ 72.⁵⁰ SEE ATTACHED FUEL SURCHARGE RATES

Price Per Ton per mile 0-10 miles: \$ _____

Price Per Ton per Mile - above 10 miles \$ _____

Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Signature: 

Typed Name and Title: HOMER MUNDY VP

Date: 3-16-11



Wise County Fuel Surcharge Rates

Diesel Fuel Price	Amount
\$2.00-\$2.49	\$65.00
\$2.50-\$2.99	\$67.50
\$3.00-\$3.49	\$70.00
\$3.50-\$3.99	\$72.50
\$4.00-\$4.49	\$75.00
\$4.50-\$4.99	\$77.50

Bid: Hauling Road Materials, 11-600-032

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared HOMER MUNDY known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by R J CLEVELAND TRUCKING hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract. This company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: R J CLEVELAND TRUCKING

Signed by: HOMER MUNDY

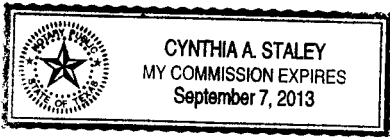
Address: 1032 Sunflower Rd PARADISE TX 76073

Telephone: 940-969-6456 Date: 3-16-11

Affiant: HOMER MUNDY

Name: HOMER MUNDY

Title: VP



SWORN TO AND SUBSCRIBED BEFORE ME THIS 16 day of March, 2011

Cynthia A. Staley
Notary Public in and for the State of Texas