



## INVITATION TO BID:

Grimes County Contract Hauling  
Contract# 254907

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**Due Date and Time: 3:00 PM, Monday, September 15, 2025**

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Issue Date: Wednesday, August 20, 2025

Award Date: Wednesday, September 17, 2025

### Issuing Agency Information:

Contact: Grimes County Engineer	Jonathan Steiber, P.E.	(936) 873-4436
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### Instructions to Bidders:

#### Return Sealed Bid to:

ATTN: Danya Lewis  
Grimes County Auditor  
270 FM 149 W  
Anderson, TX 77830

#### Mark face of envelope/package with:

Sealed Bid – Grimes County Contract Hauling

### Bidder must complete the following:

Bidder Name/Address:	Name/Title
	Signature Print name and title and sign in ink. By submitting a response to this invitation, bidder acknowledges it understands and will comply with the bid packet specifications and requirements.
Type of Entity (corp., LLC, etc.)	Phone number:
Email Address:	Fax Number
<b><u>BIDDERS MUST RETURN THIS COVER SHEET WITH SEALED BID PROPOSALS</u></b>	

## CHECKLIST: ITEMS THAT MUST BE INCLUDED, IN ORDER

- COVERSHEET
- GENERAL CONDITIONS
- STANDARD CONTRACT, SIGNED BY BIDDER
- SPECIFICATIONS
- BID FORM
- CONTRACT TERM AND BOND REQUIREMENT NOTICE
- REQUIRED BONDS
- BIDDER AFFIRMATION
- CONFLICT OF INTEREST QUESTIONNAIRE
- FORM 1295
- REFERENCES
  - 3 MINIMUM
  - REFERENCES MUST HAVE KNOWLEDGE OF THE BIDDER'S RECENT PERFORMANCE ON PROJECTS
  - INCLUDE WITH REFERENCES:
    - REFERENCE NAME (INDIVIDUAL OR COMPANY WITH POINT OF CONTACT)
    - LOCATION WHERE SERVICE WAS PROVIDED
    - CONTACT PERSON WITH EMAIL ADDRESS AND PHONE NUMBER

## GRIMES COUNTY GENERAL CONDITIONS

- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Grimes County Auditor's Office by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope.
- Bids received in the Grimes County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Grimes County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt.

### BIDS MAY NOT BE FAXED OR EMAILED

- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Road & Bridge Administrator/Engineer and the approval of the Commissioners' Court.
- **SALES TAX**  
Grimes County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes**. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Grimes County will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under Federal and State Laws.
- Invoices shall be sent directly to the Grimes County Road & Bridge Office at P.O. Box 593, Anderson, Texas 77830. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.

- Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County shall not pay for supplies, which are unsatisfactory. The County may give vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
- The bid award shall be based on, but not necessarily limited to the following factors:
  - Total price
  - Special needs and requirements of Grimes County
  - Grimes County's evaluation of vendor's ability
  - Vendor's past performance record with any Texas county
- If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising and approved by Commissioners' Court under the Amendment provisions of the contract.
- The term of the contract **may be extended annually for a maximum of 3 years (2x renewals in FY 27 and FY 28)** at the County's discretion and the Contractor's agreement, if amended in accordance with the "Amendment" paragraph within the contract.
- Each possible 1 (one) year extension of the contract is contingent on the appropriation of necessary funds by Commissioners' Court for the fiscal year in question. Upon the failure of Commissioners' Court to so appropriate in any fiscal year, contractor may elect to terminate this agreement, with no additional liability to the County. County and contractor agree that termination shall be the contractor's sole remedy under this circumstance.
- The vendor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local Laws, ordinances and regulations that, in any manner, affect the conduct of the work.

- All insurance requirements, including workman's compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
- The parties herein agree that the contract associated with an accepted bid shall be enforceable in Grimes County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Grimes County, Texas.
- The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
- The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
- **THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF VENDOR'S OFFICERS, AGENTS OR EMPLOYEES.**
- If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- If the vendor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

- **Successful bidder must submit a payment bond to the County Auditor's office within 10 days of the award of the contract if required by law or Commissioners Court.**
- Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the contractor or a subcontractor who provides labor or material; and
- In the amount of the contract.

The payment bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

Respectfully,

A handwritten signature in cursive script that reads "Jessica Murphy". The signature is written in black ink and is positioned above a horizontal line.

Jessica Murphy  
Grimes County Auditor

## GRIMES COUNTY STANDARD CONTRACT

This Agreement is entered into by and between the Grimes County, Texas, a political subdivision (hereinafter referred to as "County") and \_\_\_\_\_ ("Contractor"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1. **TERM.** This agreement shall commence upon service delivery and terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, or upon completion of the project, unless terminated sooner according to the terms hereof.

The term of the agreement may be extended annually two times, for a maximum contract term not to exceed three (3) years, at the County's discretion and the Contractor's agreement, if amended in accordance with Section 14 "Amendments."

Contractor may submit, at their option, a request for consideration of bid item cost adjustments based on market conditions prior to annual renewal of the agreement. No individual bid item cost may be adjusted by more than 2% of the original bid item cost. Contractor shall include proof of fair and reasonable bid item unit costs prior to the date of renewal. County shall verify that adjusted bid item costs are fair and reasonable prior to renewal of the agreement.

2. **SCOPE OF SERVICES.** Contractor agrees to provide the services described in the scope of services attached as Attachment A, and other related services as assigned and mutually agreed to by the Parties (collectively referred to herein as "Services"). All Services performed by Contractor hereunder shall be performed to the reasonable satisfaction of County. The determination made by County shall be final, binding, and conclusive on all parties hereto. County shall be under no obligation to pay for any work performed by contractor, which is not reasonably satisfactory to the county.
3. **COMPENSATION.** In consideration of Contractor's performance of its Services set forth in this Agreement, County agrees to pay invoices within thirty (30) days from receipt of such invoice. County may dispute an invoice by providing written notice to Contractor prior to the payment deadline. County may withhold such portion of the payment that is being disputed until such disputes are resolved. In the event Contractor has provided a bid to County ("Bid"), then Contractor shall not exceed the amount included on the Bid without prior written approval from County. County shall have not obligation to pay amounts exceeding the amount stated on the Bid without prior written approval.

4. OWNERSHIP OF MATERIALS AND DOCUMENTS. All work performed under this Agreement shall be work for hire. Contractor hereby assigned any and all rights or claims it may have to property produced or created under this Agreement to County. The final materials, documents, or project related information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of County; and no such materials, documents, or information shall be the subject of any copyright or proprietary claim by Contractor.

5. RECORDS RETENTION.

5.1 Contractor and its subcontractors, if any, shall properly and completely maintain all documents, papers, and records, and other evidence pertaining to the Services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the County at their respective offices, at all reasonable times and as often as County may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by County and any of its authorized representatives.

5.2 Contractor shall retain any and all documents produced as a result of Services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that County shall have access to any and all such documents at any and all times, as deemed necessary by County, during said retention period. County may, at its election, require Contractor to return said documents to County prior to or at the conclusion of said retention.

6. TERMINATION.

6.1 This Agreement may be terminated by County with or without cause upon thirty (30) days written notice to Contractor.

6.2 Upon termination of this Agreement, Contractor shall affect an orderly transfer to County or as the County may designate, at no additional cost to County, completed documents, papers, records, charts, reports, and any other project related materials or information produced as a result of or pertaining to the Services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by County. Any record transfer shall be completed within thirty (30) calendar days of a written request by County and shall be completed at Contractor's sole cost and expense. Payment

of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

6.3 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to County its claims, in detail, for the monies owed by County for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of County and constitute a waiver by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for Services performed under this Agreement.

6.4 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors under this Agreement.

6.5 County termination of this Agreement, whether for cause or otherwise, shall not be County's sole remedy, nor shall such termination limit, in any way, at law or at equity. County shall have the right to seek damages from or otherwise pursue Contractor for any default hereunder or any other action allowed to County through law or in equity.

7. NOTICE. Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for County, to:  
GRIMES COUNTY, TEXAS  
Attn: Jonathan Steiber  
P O Box 593  
Anderson, TX 77830

If intended for Contractor, to:  
CONTRACTOR NAME  
Attn:  
ADDRESS  
COUNTY, STATE, ZIP CODE

## 8. INSURANCE

8.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed

certificate of insurance ("Certificates") to the County prior to beginning work under this Agreement. The Certificate(s) shall be completed by an agent and signed by a authorized representative of the carrier, and list the agent's signature and phone number. The County shall have no duty to pay or perform under this Agreement until such Certificate(s) have been received and approved by the County. No officer or employee of County shall have the authority to waive this requirement without approval from Commissioners Court. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the County shall be limited to insurance coverage provided.

8.2 County shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any County request for such documentation within 10 days.

8.3 Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence;  \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for bodily injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable to the work being provided, as determined by the County	

8.4 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- a) Name the COUNTY, its officers, officials, employees, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the County, with the exception of the workers' compensation and professional liability policies;
- b) Contractor's insurance is primary and non-contributory with respect to any other insurance or self-insurance carried by County.
- c) Provide for an endorsement that the "other insurance" clause shall not apply to the County of Grimes where the County is an additional insured shown on the policy;
- d) Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the County.
- e) Provide advance written notice directly to County of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

8.5 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to County. County shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8.6 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

9. INDEMNIFICATION. CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COUNTY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF THE COUNTY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE COUNTY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the gross negligence of County, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. County does not waive any governmental immunity available to the County under Texas law.

- 10. ASSIGNMENT AND SUBCONTRACTING.** All Services performed under this contract shall be performed by Contractor. Contractor shall not assign this Agreement, without said written approval from County. Any attempt to assign this Agreement shall automatically be null and void. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to County, which County sustains as a result of such violation.
- 11. INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of County; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Contractors. Contractor agrees the doctrine of respondent superior shall not apply as between County and Contractor, its officers, agents, employees, contractors, and subcontractors. Nothing herein shall be construed as creating the relationship of employer-employee, principal- agent, partners or joint venturers between County and Contractor. The Parties hereto understand and agree that the County shall not be liable for any claims which may be asserted by any third party occurring in connection with the Services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the County.
- 12. NON-DISCRIMINATION.** As a party to this contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the County. Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, or disability, unless exempted by state or federal law, or as otherwise established herein.
- 13. CONFLICT OF INTEREST.** County officer and employees are prohibited from having a financial interest in any contract with the County. Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the County, Contractor does not cause a County employee or officer to have a prohibited financial interest in the Contract.
- 14. AMENDMENTS.** Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both County and Contractor.

**15. SEVERABILITY.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**16. LICENSES/CERTIFICATIONS.** Contractor represents that Contractor and any other person designated to provide Services hereunder has the requisite training, license and/or certification to provide said Services, and will comply with the normal and customary industry standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

**17. COMPLIANCE.** Contractor shall provide and perform its Services required under this Agreement in compliance with applicable federal, state and local laws, rules and regulations.

**18. NON-WAIVER OF PERFORMANCE.** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained.

**19. AMENDMENTS.** No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**20. CHOICE OF LAW AND VENUE.** This agreement shall be construed under and in accordance with the laws of the state of Texas and all obligations of the parties created hereunder are performable in Grimes County, Texas. Any legal action or proceeding brought or maintained as a result of this Agreement shall be heard and determined in the District Court or in the County Court at Law Court in Grimes County, Texas.

**21. MISCELLANEOUS.**

21.1 The signer of this Agreement for Contractor represents that signer has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein

contained.

21.2 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

21.3 The headings and captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

21.4 Each of the Exhibits and Attachments is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as it appears.

21.5 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRIMES COUNTY, TEXAS

CONTRACTOR NAME

\_\_\_\_\_

\_\_\_\_\_

Joe Fauth III  
Grimes County Judge

NAME, TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENTS:

- Attachment A: SPECIFICATIONS**
- Attachment B: BID FORM**
- Attachment C: CONTRACT TERM AND BOND REQUIREMENT**
- Attachment D: BIDDER AFFIRMATION**

### GRIMES COUNTY BID FORM

### CONTRACT HAULING 254907

I (We) hereby submit the following bid to furnish CONTRACT HAULING from various pits or rail spurs to various Grimes County roads on a 24-hour notice for one (1) to ten (10) trucks, as follows:

- 1 – 10 miles \_\_\_\_\_ per ton
- 11 – 20 miles \_\_\_\_\_ per ton
- 21 – 30 miles \_\_\_\_\_ per ton
- 31 – 40 miles \_\_\_\_\_ per ton
- 41 – 50 miles \_\_\_\_\_ per ton
- 51 – 60 miles \_\_\_\_\_ per ton
- 61 – 70 miles \_\_\_\_\_ per ton
- 71 – 80 miles \_\_\_\_\_ per ton
- 81 – 90 miles \_\_\_\_\_ per ton
- 91 – 100 miles \_\_\_\_\_ per ton
- 101+ miles \_\_\_\_\_ per ton

Each load will be marked with weight, designation and mileage and billed accordingly.

Hourly charge will be paid for standby time, only when approved by Engineer, for non-standard loading situations.

Hourly charge \_\_\_\_\_ per hour

**This contract will include a Fuel Cost Adjustment (FCA) calculated as follows:**

$$FCA = (\text{Current Diesel Price} - \text{Bid Date Diesel Price}) \times 40 \text{ gallons per round trip} / 25 \text{ tons per trip}$$

*Example: FCA = (\$4.75/gal - \$ 3.00/gal) x 40 gallons/25 tons per trip = \$1.75 x 40/25 = \$2.80/ton*

Fuel Cost Adjustment will be calculated weekly, by Grimes County, based on fuel costs for on-road low sulfur diesel provided to Grimes County under our current annual contract with Key Performance Petroleum, or its successor.

Bid Date Diesel price is set as \$ 3.00/gallon for this contract. This will be used as the baseline.

I (We) acknowledge that the quantities are estimated quantities only, and that actual quantities used may vary significantly, and that no adjustment in unit prices will be made due to changes in quantities used. Some items may not be used at all, depending on conditions and the County's plans and budget.

I (We) hereby agree to the terms and conditions set out in this Bid Form and in the Specifications for this bid.

NAME OF BIDDER:

\_\_\_\_\_  
(PLEASE PRINT)

ADDRESS OF BIDDER:

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE OF BIDDER:

\_\_\_\_\_

**ALL BIDS IN ORDER TO BE IN COMPLIANCE WITH TEXAS STATUTES SHOULD INCLUDE THE FOLLOWING BONDS, IF BID PRICE EXCEEDS THE MONETARY THRESHOLD.**

**BONDS REQUIRED: NONE**

The contract term will be from date of award through September 30, 2026, renewal annually for up to 3 years (2x extensions in FY27 and FY28).

**SUBMITTING BIDS:**

Sealed bids, submitted on the attached Bid Form

**Should be mailed or delivered to:** Grimes County Auditor  
Attn: Danya Lewis  
270 FM 149 W  
Anderson, Texas 77830

THE COMMISSIONERS COURT OF GRIMES COUNTY, TEXAS, RESERVES THE RIGHT TO AWARD THIS CONTRACT TO THE BIDDER WHO PROVIDES THE LOWEST, BEST AND MOST RESPONSIBLE BID AND FURTHER RESERVES THE RIGHT TO WAIVE ANY FORMALITY OR IRREGULARITY, EXCEPT FOR THE TIME OF FILING, TO REJECT ANY OR ALL BIDS, OR REQUIRE NEW BIDS, IF IN THE BEST INTEREST OF GRIMES COUNTY. IF ONLY ONE BID IS RECEIVED, THE BID MAY BE ACCEPTED IF THE COMMISSIONERS COURT FINDS THE PRICE AND OTHER CONDITIONS TO BE FAIR AND REASONABLE. IF THE PRICE AND OTHER CONDITIONS ARE NOT DETERMINED TO BE FAIR AND REASONABLE, IN THE SOLE JUDGMENT OF COMMISSIONERS COURT, THE BID SHALL BE REJECTED.

For further information contact the Grimes County Engineer or the County Auditor's Office at the phone numbers listed below:

Grimes County Engineer	(936) 873-4436
County Assistant Auditor	(936) 873-4414

## Vendor/Bidder's Affirmation

Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, 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.

Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Grimes County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Grimes County or is not otherwise indebted to Grimes County.

\_\_\_\_\_  
Name of Contracting Company

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Fax E-mail address

## Certificate of Interested Parties

HB 1295 was passed by the Texas Legislature in 2015. The bill took effect January 1, 2016. The link below will take you to the Texas Ethics Commission website where you need to complete the form, print it out, have it notarized and then mail the original form to:

Grimes County Auditor's Office  
Danya Lewis  
270 FM 149 West  
Anderson, TX 77830

[http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

At this link, you will find videos that will take you through the steps needed to set up your User ID and complete the form as a business entity.

**The contract number that you will need to complete this form is 254907.**

If you have any questions or problems, please call Danya Lewis at (936)873-4414 for assistance.

### **What is House Bill 1295 ("HB 1295")?**

The 84<sup>th</sup> Texas Legislature recently passed HB 1295, which enacted Section 2252.908 of the Texas Government Code. This new law prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business first submits a disclosure of interested parties.

### **To whom does HB 1295 apply?**

All "business entities" (sole proprietorship, partnership, or corporation, regardless if it for profit or a nonprofit entity) that enter into a contract with a "governmental entity" (city, county, public school district, or special purpose district or authority).

### **How does a business entity comply with HB 1295?**

The Texas Ethics Commission ("TEC") has developed the following prescribed procedures:

- First, the business entity assesses the TEC website at <http://www.ethics.state.tx.us/File/and> completes form 1295 online, making all necessary disclosures required by HB 1295 Business entities will need to create an account the first time they login to the TEC system. Business entities MUST complete the Form 1295 online.
- Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right hand corner of the form.
- Then the business entity executes and notarizes a hard copy of the form and submits it to the governmental entity on or before the award of the contract