BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS

PORT OF BROWNSVILLE

Specifications for Bid

HAULING SERVICES

Deadline Date – January 15, 2019, 3:00 PM

(956) 831-4592 fax (956) 831-5106 1000 Foust Road Brownsville, Texas, 78521

Notice to Vendors

Notice is hereby given that bids will be received by the Brownsville Navigation District of Cameron County, Texas, for providing Geogrid Reinforcement, Crushed Limestone, Treated Lumber, and Hauling Services at the Port of Brownsville, Cameron County, Texas.

All bids must be sealed and delivered to the Brownsville Navigation District, located at 1000 Foust Road, Brownsville, Texas, by 3:00 PM on Tuesday, the 15th day of January 2019. Bids will be calculated on a per unit basis. Bids must comply with the requirements set out in the "Specifications for Bid" which may be obtained from the office of the Director of Maintenance, Oscar Garcia or by contacting 956-831-8273. Bid security will be required as stated in the specifications.

THE RIGHT IS HEREBY RESERVED by the Board of Commissioners to reject any and all bids.

12/31/2018 & 01/07/2019

SECTION I

GENERAL INFORMATION AND INSTRUCTIONS

The District believes that the data contained in these specifications is sufficient for preparation of bids. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Oscar Garcia, Director of Facilities Maintenance, 1000 Foust Road, Brownsville, TX 78521-1000 (phone 956/831-8573).

STATEMENT OF PURPOSE

- 1. The information contained in these specifications is to be used only in connection with preparing a bid to provide hauling services at the Port of Brownsville including the Port of Brownsville Fishing Harbor area and the City of Brownsville landfill. Trucks will be required to be able to travel on public roads.
- 2. The District reserves the right to accept or reject all or any part of the bid proposals, waive minor technicalities, and award the bid proposal to best serve the interest of the District. The District also reserves the right to waive or dispense with any of the formalities contained herein.
- 3. Bid proposals are to be submitted on the basis of the specifications contained herein. All deviations from the specifications must be clearly identified and explained.
- 4. There is no guarantee that the District will purchase any specific amount under this bid process.
- 5. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty.
- 6. No telephone, fax or e-mail bid proposals will be accepted. Bid proposals will only be accepted if delivered by U.S. Postal Service, contract carrier, hand delivery, etc. The District will not be responsible for missing, lost or late mail. Any bid proposals received after the time set for opening will be returned to the bidder unopened.
- 7. Bidders are cordially invited to the bid proposal opening, but are not required to attend.

TIMETABLE

- 1. These specifications are to be released for action on or about December 31, 2018.
- 2. Bid proposals should be received by the Brownsville Navigation District, Director of Finance no later than 3:00 PM on January 15, 2019.
- 3. It is anticipated that the award of this bid will be made at a meeting of the District's Board of Commissioners to be held at 5:30 P.M. on Wednesday, January 16, 2019. Bidders are welcome to attend this meeting, but attendance is not required. **This public**

meeting will be held at the Port of Brownsville, 1000 Foust Road, Brownsville, Texas.

- 4. It is anticipated that the successful bidder(s) will be notified on or about Thursday, January 17, 2019.
- 5. Services are to be available within 15 days of the execution of the subject Agreement.

PREPARATION OF PROPOSAL

The bidder must prepare their bid proposal in duplicate on the attached bid proposal forms with attachments as necessary to fulfill the specifications contained herein. Unless otherwise stated, all blank spaces on the bid proposal page or pages, applicable to the subject specification, must be correctly filled in. A unit price must be stated for each and every item, either typed in or written in ink. Any exceptions or deviations from the requested products must be clearly indicated in writing and must be submitted with and form a part of the proposal form. Failure to follow this instruction will be grounds for disqualification of a proposal.

SUBMISSION OF BID PROPOSAL

The bid proposal must be submitted in duplicate in a sealed envelope. Each envelope or package must be addressed as follows:

Brownsville Navigation District Director of Finance 1000 Foust Road Brownsville, Texas 78521

On the front of each envelope shall be written the following words:

"BID FOR HAULING SERVICES"

Bid proposals must be submitted to the District's Director of Finance by the deadline date and time listed on the cover of these specifications.

BID SECURITY

Bidders shall submit a cashier's check, certified check, or bid bond in the amount of \$1,000.00 with their bid proposals as a guaranty that they will enter into the Agreement as provided herein within ten (10) days after the receipt of notice of the award of the Agreement. Cashier's or certified checks submitted as bid security must be drawn on a bank that is a member of the Federal Deposit Insurance Corporation (FDIC). All checks of unsuccessful bidders will be returned by the District within ten (10) days following the award of the Agreement. The cashier's or certified check of the successful bidder will be returned upon entry into subject Agreement.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw their proposals at any time up to the time specified as the closing time for acceptance of bids. However, no bidder shall withdraw or cancel their proposal for a period of sixty (60) days after said closing date for acceptance of proposals nor shall the successful bidder withdraw or cancel or modify their proposal, except at the request of the District, after having been notified that said proposal has been accepted by the District. Withdrawal or cancellation of a proposal after the closing date for acceptance of proposals shall result in the forfeiture of the bid security as liquidated damages.

INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit to Oscar Garcia, Director of Facilities Maintenance, a written request for interpretation thereof.

CRITERIA USED IN EVALUATING PROPOSALS

- 1. Proposals will be carefully evaluated for cost effectiveness and for compliance with the requirements contained in the specifications.
- 2. The Agreement will be awarded to the responsible vendor who submits a superior but economical proposal based on an analysis of its compliance with the specifications.

QUALIFICATION OF COMPANIES SUBMITTING BID PROPOSALS FOR HAULING SERVICES

Bid proposals must include a copy of the bidder's certificate of liability insurance coverage for its employees and vehicles while on the District's property. A certificate of insurance naming the Brownsville Navigation District as an additional assured will be required of the successful bidder prior to the vendor beginning work under this Agreement. Specific insurance requirements are listed elsewhere in these specifications.

DEVIATION FROM SPECIFIED REQUIREMENTS

Bidders must specifically state each specified item that is not being included in the bid proposal. It will not be acceptable to simply refer to an enclosed specimen Agreement. Failure to follow this instruction will be grounds for disqualification.

These specifications are not intended to be restrictive with respect to any alternative proposal if a distinct advantage can be demonstrated. Bid proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

ADDENDUMS TO REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this request for bids, a written addendum will be provided to all known bidders. The District is not bound by any oral representation, clarifications, or changes made in the written specifications by the District's employees, unless such clarification or change is provided to bidders in written addendum from an authorized representative of the District.

INSURANCE REQUIREMENTS

The successful bidder shall not commence work under this Agreement until all of the insurance required has been obtained and certificates of insurance are on file and approved

by the Brownsville Navigation District. Approval of the insurance by the Brownsville Navigation District shall not relieve or decrease the liability of the successful bidder.

The successful bidder shall provide and maintain for the duration of this Agreement, the following minimum coverage:

Type of Coverage	Limit of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Comprehensive General Liability	
-Bodily Injury	\$1,000,000/occurrence
-Property Damage	\$1,000,000/occurrence
-Comprehensive Automotive Liability	\$ 200,000/person
Coverage to include:	
-All owned vehicles	\$1,000,000/occurrence
-All non-owned vehicles	\$1,000,000/occurrence
-All hired vehicles	\$ 500,000/occurrence

All insurance shall be at the sole cost and expense of the successful bidder. All the liability coverages cited must name the Brownsville Navigation District as an additional insured as its interest may appear.

COMPLIANCE WITH LAWS

All bidders involved shall observe and comply with all regulations, laws, ordinances, etc., of local, state, and federal governments as they apply to this bidding process.

TEXAS ETHICS COMMISSION FORM 1295 DISCLOSURES

Companies doing business with the Brownsville Navigation District, a governmental entity, are required to file a "Disclosure of Interested Parties Form" (Form 1295 for short). The successful bidder will be required to file a Form 1295 prior to the Board signing the purchase agreement (Agreement). Further information regarding this form may be found on the Texas Ethics Commission website, and instructions will be provided to the successful bidder.

TERM OF AGREEMENT AND EXTENSION/RENEWAL RIGHTS

The term of this Agreement shall be, unless sooner terminated, for the period January 17, 2019, through December 31, 2019. However, it is specifically provided that the Brownsville Navigation District may terminate this Agreement for any reason whatsoever, with or without cause, with no liability whatsoever upon the Brownsville Navigation District with a thirty-day (30-day) written notice to the Contractor. This Agreement may be extended on a year-to-year basis following the initial term upon the agreement of both parties with no increase in the unit price. In no event shall an individual extension be for more than a one-year period.

UNIT PRICING

This proposal must be prepared using unit pricing. The District does not guarantee what quantity, if any, will be purchased under this Agreement.

AUTHORIZED SIGNATURE

All bid proposal forms must be signed by persons who have legal authority to bind the bidder to the services that are proposed.

DISQUALIFICATION AND REJECTION OF PROPOSALS

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

IMPLEMENTATION OF SERVICE

It is anticipated that the successful bidder will be notified on or around January 17, 2019. The successful bidder will be expected to be able to begin providing services within fifteen (15) days after the execution of the subject Agreement.

SECTION II

HAULING SERVICES

Truck Capacity

The District requires that the trucks (Belly Dump and End Dump trailers) used to provide hauling services under this Agreement be no less than 18 or 20 cu. yards in capacity. They must comply with all state and federal requirements, and certificates of insurance must be provided for each truck used.

Number of Trucks Used to Provide Service

Contractor may elect to use more than one truck to complete any assignment under this Agreement.

Readiness to Provide Service

Contractor is responsible for providing trucks ready to provide service at the beginning of the assignment. This includes, but is not limited to, having sufficient fuel on-board for no less than 4 hours of service. The District will not pay for breaks in service time for refueling or repairing equipment and equipment found to be not ready to provide service will be rejected. Rejected equipment must be removed from District property at the Contractor's expense. Fueling operations will not be carried out on District property.

Notice of Assignment

The District will give the Contractor no less than 24 hours notice in advance of an assignment under this Agreement.

Security Requirements

All Contractor personnel and drivers entering Port of Brownsville property in regard to providing services under this Agreement must comply with all of the Port of Brownsville security regulations. All personnel must carry a governmental ID on their persons at all times while in the Port of Brownsville.

Bid Award Basis

The bid will be awarded on the basis of the lowest price per hour to a bidder who complies with all of the RFP requirements.

Terms of Payment

Invoices submitted for the delivery of product will be paid within 30 days of the receipt of the invoice by the District. Billing address for invoices under this Agreement is:

Brownsville Navigation District Accounts Payable 1000 Foust Road Brownsville, TX 78521

Electronic invoices may be submitted to:

vendor@portofbrownsville.com

SECTION III

PROPOSAL SUBMISSION FORMS

BROWNSVILLE NAVIGATION DISTRICT

Bidder's Acknowledgement Form

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Bidder's agent or representative hereby proposes and agrees to furnish contracted product in strict compliance with the Specification at the prices quoted. The Bidder affirms that, to the best of their knowledge, the bid proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

Addendums received:

Deadline for Submission: January 15, 2019; 3:00 PM
Vendor:
Address:
- DI
Phone:
Signature of Bidder
:
Position with Company:
Signature of Company Official Authorizing this Bid Proposal:
Signature of Company Official Authorizing this Did Proposal.
Position with Company:

BROWNSVILLE NAVIGATION DISTRICT

Hauling Services

Page 1

Hauling Services

	Minimum Capacity of Trucks (no less than 18 cu. yd)	Unit Price per Hour of Service
Hauling Services		

Attachments to this proposal that are required:

- 1. Vendor Registration Form and Conflict of Interest Form.
- 2. A list of customers with whom the bidder currently does business.
- 3. The bidder's certificate of liability insurance.
- 4. A statement detailing any deviations from these specifications.
- 5. Bid security as detailed in the Specifications.
- 6. Texas Ethics Commissions Form 1295 Disclosures

STATE OF TEXAS)

COUNTY OF CAMERON)

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by the Board of Commissioners, of the Brownsville Navigation District of the County of Cameron, hereinafter called the "District" and ______, hereinafter called the "Vendor", such Vendor being hereinafter referred to in the masculine singular pronoun, whether an individual, a partnership, or a corporation,

WITNESSETH:

1.

The Board of Commissioners of the Brownsville Navigation District desires to enter into an Agreement to provide hauling services as described in the plans and specifications included herein.

2.

The Vendor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of providing the product herein described; and that Vendor is ready and willing to perform such work in accordance with the provisions of the specifications.

3.

It is agreed that for and in consideration of the prices in the bid proposal which is a part of this Agreement, the Vendor agrees to do at his own proper cost and expense all the work necessary; to furnish all supervision, labor, tools, equipment, supplies and materials to provide the product in a sound, workmanlike manner in accordance with the specifications, acceptable to the District.

4.

The Vendor agrees to be able to provide product within fifteen (15) days after the execution of this Agreement and to provide an individual delivery of product not less than one day following the request for delivery.

5.

The Vendor hereby guarantees the conformance of the product delivered to the Agreement specifications and agrees with due diligence to remove and replace at Vendor's cost and expense any rejected product when notified of same in writing by the District.

6.

All Covenants and Agreements herein shall be extended to and binding upon the successors or assigns of the District and successors, executors or legal representatives of the Vendor. The Vendor may not assign this Agreement or any moneys to become due and payable hereunder, without the written consent of the District.

7.

No waiver by the District of any breach on the part of the Vendor of any obligation herein shall constitute a waiver of any other breach of the same kind or any other such obligations.

8.

The Plans and Specifications are a part of this Agreement. The following are in particular, whether or not the same are attached hereto, a part of the Agreement and every Covenant or undertaking therein, is fully binding upon the parties thereto as if herein set forth at length, to wit:

A. The Notice to Bidders and the Vendor's Bid Proposal.

B. All other Specifications which are referred to in the Specifications.

C. All Addenda and Change Orders.

This instrument shall become effective and binding upon all parties hereto when it has been fully executed by or on behalf of the Vendor and by or on behalf of the District, regardless of the relative dates and times of their respective execution.

IN TESTIMONY OF WHICH, this Instrument has been executed in duplicate originals by and on behalf of the undersigned Vendor on the _____ day of , 2019.

Signature Page – Brownsville Navigation District

IN TESTIMONY OF WHICH, this Instrument has been executed in duplicate originals by and on behalf of the Brownsville Navigation District on the ______ day of ______, 2019.

John Reed, Chairman Board of Commissioners

Attest:

Secretary Board of Commissioners

Signature	Page -	Vendor

ATTEST:

BY_____,

STATE OF_____)

COUNTY OF _____)

BEFORE ME, the undersigned authority on this day personally appeared of ______, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2019.



To Vendors Doing Business with Brownsville Navigation District:

The Texas legislature requires disclosure of certain relationships between the Brownsville Navigation District and its vendors. The Board of Commissioners of the Brownsville Navigation District has incorporated these requirements into the District's *Code of Ethics*.

Vendors seeking to do business with the Brownsville Navigation District must file the documents listed below on an annual basis in order to be able to be awarded a purchase contract or a purchase order for goods or services.

- 1. Vendor Registration Form
- 2. Conflict of Interest Questionnaire

These forms must be re-filed on an annual basis. Copies of the required forms and a full copy of the *Code of Ethics* are available on the District's website at:

https://www.portofbrownsville.com/business-with-the-port/vendor-registration/

Conflict of Interest Questionnaires must be filed in regard to the Brownsville Navigation District "local government officers" which include the Navigation District Commissioners, the Port Director and CEO and the Deputy Port Directors. A listing of these persons is enclosed. Completed forms are to be filed with my office.

Please do not hesitate to contact me should you have any questions regarding these forms.

Sincerely yours,

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Lorena Hernandez, CPA Director of Finance (956) 838-7041 Fax (956) 831-5106 Ihernandez@portofbrownsville.com

encl.

Brownsville Navigation District 1000 Foust Road / Brownsville, Texas 78521 / (956) 831 -4592 / (800) 378-5395 / Fax (956) 831-5106 www.portofbrownsville.com

Brownsville Navigation District Vendor Registration Form

Please complete this form to give the District your contact information for use during an RFP process or to open or update a vendor account.

Date:	Name of Person Providing Information:		
If you are currently participating in an RFP p title:	process for the District, please indicate the RFP		
If you are interested in receiving a notice when an RFP is available, please indicate your areas of interest:			
Construction Contracts	Security Services		
Property/Liability Insurance	Bank Depository		
Group Insurance	Other:		
Salvage Offerings			
Uniform Service			

Vendor Name	Web Site
Contact Person:	Fax Number:
Phone Number:	eMail Address:
Mailing Address:	Physical Address:

Form of Business (Individual/Sole Proprietor/Partnership/Corporation/Other)	Taxpayer Identification Number:

Please return this form by email to vendor@portofbrownsville.com or fax to (956) 831-5106.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendors doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
- (2) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (3) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

For vendor or other person doing business with local governmental entity

· · · · · · · · · · · · · · · · · · ·			
This questionnaire is being filed in accordance with chapter 176 of the Local	OFFICE USE ONLY		
Government Code by a person doing business with the governmental entity.	Date Received		
By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> 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.			
1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)			
³ Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes			
recommendations to a local government officer of the local governmental entity with respec	ct to expenditure of money.		
4			
⁴ Describe each affiliation or business relationship with a person who is a local government of employs a local government officer of the local governmental entity that is the subject of the subject of the local government officer of the local governmental entity that is the subject of the			

5		Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)			
		This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the file questionnaire?			e filer of the		
	Yes	No			
		of the questionnaire receiving or likely to receive taxable income from or at the direction of the lo ned in this section AND the taxable income is not from the local governmental entity?	ocal government		
	Yes	Νο			
		of this questionnaire affiliated with a corporation or other business entity that the local governmer or director, or holds an ownership of 10 percent or more?	ient officer serves		
	Yes	Νο			
	D. Describe e	each affiliation or business relationship.			
6	Doscribo any	other affiliation or business relationship that might cause a conflict of interest.			
U	Describe ally				
7					
	Signature of pers	rson doing business with the governmental entity Date			
			Amended 01		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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