



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

February 20, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B232012, Local Trucking Company
Contract #CM23157

Gentlemen,

The contract associated with RFP #B232012, Local Trucking Company, is scheduled for its second extension on April 3, 2025. The contracted vendor for this service is J R Contreras Trucking, LLC. No amendments to the contracts have been requested at this time.

It is requested that an extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston



County of Galveston

Date: 02/12/2025

To: Rufus Crowder
Purchasing Agent

From: Lee Crowder
Road Administrator

Re: CM23182/B232012- Trucking Service - Asphalt Delivery

312110, Road & Bridge Department has reviewed B232012 - CM23182 - Trucking Service - Asphalt Delivery, which will expire on 4/2/2025 and has requested to RENEW/EXTEND CONTRACT OR BID.

Decision approved electronically by **Lee Crowder, Road Administrator**



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PURCHASING AGENT
COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

Thursday, February 20, 2025

J R CONTRERAS TRUCKING LLC
P.O. BOX 34533
HOUSTON, TX 77234

RE: SOLICITATION NAME: Trucking Service - Local Trucking Services
Contract # CM23157 / Bid # B232012

Good day,


The resultant contract listed below is eligible for the second extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM23157
- Bid Number: B232012
- Solicitation Name: Trucking Service - Local Trucking Services
- Extension Period: 04/03/2025 – 04/02/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County



ACCEPTED BY (signature)

DATE February 20, 2025



TITLE

SPECIAL PROVISIONS

**REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS**

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REQUEST FOR PROPOSAL LOCAL TRUCKING SERVICES GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Qualification and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

The County of Galveston is seeking a vendor to provide Tandem Truck hauling services for Hot Mix Asphalt and various other aggregates from Houston to Galveston County. Tandem Trucks are required to haul a minimum of 18 tons and deliver to the hopper of a CAT laydown machine.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separated sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Tuesday, January 31, 2023
Advertise Solicitation (second date of publication)	Tuesday, February 7, 2023
Deadline for Questions & Inquiries	Tuesday, February 14, 2023, by 5:00 p.m.
Submission Deadline / RFP Opening	Thursday, March 2, 2023, at 2:30 p.m.

Interested parties may attend the Thursday, March 2, 2023, 2:30 bid opening virtually by using the following link:

Join from the meeting link

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m36c30550448cc9e7cfa625ae4b79b905>

Join by meeting number

Meeting number (access code): 2480 862 5948

Meeting password: B232012 (2232012 from video systems)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24808625948## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 24808625948@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

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D. SUBMISSION INSTRUCTIONS

One (1) unbound original proposal, and four (4) proposal copies must be submitted no later than **2:30 P.M. CST**, on **Thursday, March 2, 2023**:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any proposals received after **2:30 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytx.gov/county-offices/purchasing>

E. PROPOSAL SURETY

A surety/bond *is not a requirement* of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds *are requirements* of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process **is applicable** to this solicitation.

H. DAVIS-BACON WAGE RATES

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful Responder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

I. PERSONNEL TO CONTACT

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

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Respondents must e-mail their requests (with the subject line “Local Trucking Services – RFP #B232012–Questions”) for additional information and/or clarification to the address listed above. The request must include the Responder’s name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County’s procurement web page. **It is the Responder’s sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County’s procurement web page for all addenda prior to submitting a response.

The County’s procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

**Lee Crowder
Road & Bridge Administrator
5115 Highway 3
Dickinson, TX 77539**

The Galveston County Commissioners’ Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval

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as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and four (4) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

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M. NAME BRANDS

The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

N. INTENT

The intent of this Request for Proposal is to award a contract to the lowest-priced, most equipped, the responsible proposer(s) for trucking services.

O. TECHNICAL SPECIFICATIONS

Galveston County Road and Bridge is requiring a minimum Tandem Truck capacity of 18 tons. The tandem truck must be able to deliver to the hopper of a laydown machine. The operator and truck must be able to be pushed by the laydown machine. The trucks will need a central dispatch, who can schedule 10 or more tandem trucks per day with a 48-hour notice. Galveston County Road and Bridge may request as few as 4 trucks per day. Galveston County may require the trucks to continue delivery up to 6 consecutive days. Typical daily hauling is as follows; pick up from Galveston County's contracted hot mix plants in east downtown Houston, and deliver to various paving locations in Galveston County. Galveston County may from time to time have aggregate hauling within Galveston County.

P. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Q. DELIVERY LOCATIONS

Delivery is within the limits of Galveston County. The truck hauling company shall deliver to a CAT laydown machine at the worksite at times determined by the appropriate County representative.

R. DELIVERY TIME

Normal response time suggested and expected for delivery is 48 hours from the time of contact by the County representative to the dispatched. The County will try to notify the trucking company in advance of each work period requirement stating the type of equipment, the site of work, and the number of day's equipment is to be used.

S. ORDERING

All delivery job by worksite location shall be organized by purchase order or other methods of payment authorized by the Galveston County Purchasing Agent. No deposits or retention of any type will be authorized. Rental periods shall be based net tons per mile, hourly rates for wait times, and any surcharges.

SUCCESSFUL VENDOR MUST SPECIFY WHAT CONSTITUTES MILEAGE FROM PICK-UP LOCATION TO DELIVERY LOCATION IN A PUBLISHED RATE SHEET AND PROVIDED TO GALVESTON COUNTY.

T. UNCONDITIONAL TERMINATION FOR CONVENIENCE

Galveston County may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the vendor.

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If contractor fails to meet deadlines or fails to provide the agreed-upon service/material altogether, a termination for default may be issued. Their termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

U. TERMINATION BY THE COUNTY

If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide the proper equipment in the time designated, or not repair or maintain equipment, or otherwise be guilty of, a substantial violation of any provision of this agreement, the County shall give the contractor fifteen (15) calendar days written notice of termination. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

If the contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this agreement.

The contractor agrees to indemnify and save harmless the County, its officers, agents, and employees, hereinafter referred to as indemnitee, from all suits, including attorney's fees and costs of litigation, actions. Loss, damage, expense, cost or claims, or any character including without limitation, injury to or death or any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of contractor or an account of any action, claim or amount arising out of failure of the contractor under Workman's Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree.

It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss, or damage.

V. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

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W. REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to provide an adequate inventory of trucks, timely deliveries, and the ability to repeat deliveries in consecutive days of a paving project. The Respondent must provide the following information in the Response as follows:

- **Inventory:**
 - List the number of available trucks and caring capacity in tons of hot mix.
- **Delivery Time:**
 - Provide the estimated number of days to respond to orders for trucking services.
- **Rental Insurance Requirements:**
 - Provide any additional insurance requirements.
- **Cost:**
 - Respondent shall provide a rate sheet of delivery per mile, wait time costs, and any other surcharges.

X. AWARD CRITERIA

The selection process will be based on the response to this Request for Proposal and any interviews required to verify the ability of proposers to provide services.

- **Cost:** Pricing of delivery per net ton/mile. Pricing for wait time of more than (1) hour **25 %**
- **Time Frame for Delivery:** Can proposer meet the minimum 48-hour notice of delivery. **10%**
- **Inventory:** Ability of proposer to have adequate inventory of equipment. Describe the number of trucks available to dispatch, the capacity of each truck, and availability **45 %**
- **Insurance requirements:** **5 %**
- **Access to a central dispatch, including the location of the dispatch office.** **15 %**

By the submission of its response to this solicitation, the Respondent accepts the requirements, formatting, and evaluation process referenced herein.

End of Special Provisions