



Request for Bids

Emulsified Asphalt

RFB#: 15BCP06E

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Solicitation Summary

The County of Bastrop is soliciting bids for:

Title: Emulsified Asphalt
RFB No.: 15BCP06E
Due Date: **2:00 p.m., Friday, June 26, 2015**
Locations: County of Bastrop, Purchasing Office
804 Pecan Street,
Bastrop, TX 78602

Public Bid Opening

There will be a public bid opening in the Purchasing Office immediately following the proposal due time/date. Interested parties are invited to attend, but it is **not** mandatory.

If you have questions or concerns regarding the bid specifications or the submittal of the bids, please contact:

Melissa Kincaid, Interim
Purchasing Agent
purchasing@co.bastrop.tx.us
(512) 581-7110

Questions regarding the bid specifications may be submitted through 3:00 p.m., Wednesday, June 24, 2015.

Questions of a substantial nature will be addressed in an addendum, posted on the County's Purchasing webpage for all interested parties.

Standard Terms and Conditions

Application

These standard terms and conditions shall apply to all County of Bastrop (hereafter "County") solicitations and procurements, unless specifically accepted in the solicitation specifications.

Requirements

By submitting a bid, the respondent agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

Legal Compliance

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

Right to Refuse Bid

The County reserves the right to refuse any and/or all parts of any and or/all bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.

Modifications and Addendums

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the

solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

Responsiveness of Bids

The County wants to receive competitive bids, but will declare "non-responsive" bids that fail to meet significant requirements outlined in the solicitation documents.

Discrepancies and Errors

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

Identical Bids

In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

Reciprocal Local Preference

To be considered for award of this contract, vendor plant location must be served by an all-weather road and be within thirty (30) miles of Bastrop County line.

Alterations of Bids

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner's Court.

Withdrawal of Bids

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain

substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

Disqualification of Bidder

The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

Cost of Bid

The cost of submitting bids shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

Inclusive Pricing

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The County will not pay any additional charges other than the bid price unless requested by the County on the bid response sheet.

Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the County may mutually agree to extend the firm price period.

Delivery Terms

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB to the County's specified delivery address or site given at the time of order.

Transportation Charges

Bidder shall be responsible for all charges which relate to the delivery of goods to the County's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

Delivery and Acceptance

Bidder warrants that all deliveries relating to this

solicitation be of the type and quality specified by the County. The County may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The County is the final judge as to acceptability of goods under this solicitation.

Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the County shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

Taxpayer Identification

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

Payment

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later.

Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

Offset

The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

Independent Contractors

It is expressly agreed and understood by both parties

that the County is contracting with the successful bidder as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.

Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.

Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

Indemnification

Bidder shall defend, indemnify, and hold harmless the County of Bastrop, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or

subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Bastrop County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bastrop County, Texas.

Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

Solicitation Results

The County normally posts solicitation results on-line by the end of the next business day after bids are received. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the County will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the County will respond accordingly.

Other Terms and Conditions

Basis of Award

Awards will be made based on location of work in progress, accessibility to precinct facility and availability of products. Bastrop County reserves the right to award to multiple vendors.

Option to Renew

This contract may be unilaterally extended by Bastrop County for an (1) additional twelve (12) month period. All terms and conditions will remain unchanged and in effect. The cost of the product cannot increase except for a price escalation at the time of renewal. To be effective, the option to renew must be exercised no sooner than ninety (90) days prior to expiration of the contract. The option, if exercised, must be in the form of an award letter from the County. The total period of this contract, including the extension as a result of the exercised option may not exceed a combined period of twenty four (24) months.

Price Escalation

A price escalation of no more than the consumer price index for that year, will be considered by Bastrop County when the contractor can show cause substantiating the need for an increase. The vendor will be required to furnish a certified statement or affidavit stating that the increase represents the cost for services and in no way represents an increase of his profits, labor or other overhead. The vendor must justify his request for an increase by submitting evidence from the suppliers detailing the price change. An increase will not be granted during the initial six (6) months of the contract period. Any product delivered by the vendor at the proposed new price, without a properly executed statement of affidavit approved by the County is made at the vendor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the vendor hereby releases the County from any liability whatsoever to pay for delivered items at the new price prior to the vendor's notification to the County.

Bid/Contract Award

If the bid is accepted and approved by Commissioners Court, then the bid documents and bid sheet become the contract and there are no oral agreements either expressed or implied. The contract will be for a twelve (12) month period effective **August 1, 2015 through July 31, 2016**, unless cancelled by either party with thirty (30) days' notice.

Bid Specifications

Insurance Requirements

Successful bidder(s) must submit a certificate of insurance for general liability, automobile liability and works compensation within ten (10) days of being notified of the award of this bid. The certificates must be kept current throughout the contract period. Bastrop County must be listed as an additional insured.

TXDOT Requirements

All materials must meet the Texas Department of Transportation specifications for the item number, class and type given.

Product Testing

Vendor must pay for testing of product if the County requires.

Bid Items

Bidders may choose to bid all items or select items.

Bid Sheet

All bids must be submitted on the bid sheet(s) provided.

Bid Submittal

Bids must be submitted in a sealed envelope clearly marked with:
RFB #: 15BCP06E – Emulsified Asphalt and bidder's company name

Bid may be mailed to:

Melissa Kincaid
Purchasing Agent
Bastrop County Purchasing
804 Pecan St.
Bastrop, Texas 78602

Or bids may be hand delivered:

Melissa Kincaid
Purchasing Agent
Bastrop County Purchasing
804 Pecan St, Room 101
Bastrop, Texas 78602

Responses must be received by the Purchasing Office no later than: 2:00 p.m. Friday, June 26, 2015.

Late proposals will not be accepted and will be returned unopened. Each bidder is responsible for insuring that their bids has been delivered by the date, time and location specified.

Any questions related to the bid specifications or questions concerning the submittal of bids should be directed to Melissa Kincaid, at e-mail address: purchasing@co.bastrop.tx.us or by phone at (512) 581-7110.

By submitting a bid to this RFB, each vendor acknowledges that he/she has read and fully understands this RFB and has asked questions and received satisfactory answers to any questions or concerns they may have regarding any requirements, provisions or statements made within this RFB.

Bidders Checklist

Bidders Checklist: (Documents to be submitted in response to this RFB)

- _____ Bid Sheet(s)
- _____ Conflict of Interest Statement (if applicable)
- _____ IRS Form W-9 (if you are a current vendor with the County you are not required to submit a W-9)
- _____ Due Date: 2:00 p.m., June 26, 2015
(Proposal must be received & stamped by the Purchasing Office no later than the due date.)

Bids that fail to comply with the above will be deemed non-responsive.

Emulsified Asphalt
 Bid Sheet
 RFB No.: 15BCP06E

The undersigned hereby submits its sealed bid for Emulsified Asphalt. The bidder understands and agrees that it is bound by all of the bid conditions set out in the enclosed 'Invitation to bid' packet, including cover sheets, bid specification pages and bid form.

Company Name _____
 Contact Person _____
 Mailing Address _____
 City, State, Zip _____
 Phone Number _____
 Email Address _____

Please fill in only the product(s) you are bidding.

HRFR-2

SS-1

FOB Plant Site	Price	per	ton	_____
Delivered Precinct 1	Price per		ton	_____
Delivered Precinct 2	Price per		ton	_____
Delivered Precinct 3	Price per		ton	_____
Delivered Precinct 4	Price per ton			_____

FOB Plant Site	Price	per	ton	_____
Delivered Precinct 1	Price per		ton	_____
Delivered Precinct 2	Price per		ton	_____
Delivered Precinct 3	Price per		ton	_____
Delivered Precinct 4	Price per ton			_____

HFRS-2P

FOB Plant Site	Price	per	ton	_____
Delivered Precinct 1	Price per		ton	_____
Delivered Precinct 2	Price per		ton	_____
Delivered Precinct 3	Price per		ton	_____
Delivered Precinct 4	Price per ton			_____

I acknowledge I have read and fully understand this RFB and have asked questions and received satisfactory answers to any questions or concerns I may have had regarding any requirements, provisions or statements made within this RFB. I further acknowledge and agree to all terms and conditions presented in this RFB.

 Signature *(with legal authority to bind the bidder)*

 Date

 Print Name

 Title

Bastrop County reserves the right to refuse any or all parts of any or all bids to waive technicalities in the best interest of the County.

Pursuant to the MSDS section of the Standard Terms and Conditions bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date