



LIBERTY COUNTY, TEXAS

Bid Documents for

ROAD MATERIALS

BID # 19-01

BIDDER'S CHECKLIST

- 1. The Bid Form/Bidder Certification has been signed and is the first page of the bid.
- 2. The Specifications and Terms and Conditions have been read.
- 3. The mailing envelope has been addressed to:

Liberty County Purchasing Agent
1901 Cos St.
Liberty, Texas 77575

- 4. The envelope has been sealed and marked with:
 - **Bid Number**
 - **Bid Title**
 - **Opening Date**
 - **Opening Time**

Liberty County, Texas
County Purchasing Agent
1901 Cos St.
Liberty, Texas 77575
936/336-4607 Fax 936/336-4638

**LIBERTY COUNTY
INVITATION TO BID
COVER SHEET**

The enclosed INVITATION TO BID and accompanying documents are for your convenience in submitting a bid for the following products for LIBERTY COUNTY:

RFP # 19-01 – ROAD MATERIALS

IMPORTANT BID DATES:

DUE DATE: OCTOBER 30, 2018 at 2:00 pm
OPENING DATE: OCTOBER 30, 2018 at 2:00 pm

Bidder shall sign and date the offer as requested on each page. Offers that are not signed and dated may be rejected.

Bids will be awarded for the period of the date of award by Commissioners Court until September 30, 2019.

SUBMIT BIDS IN A CLEARLY MARKED, SEALED ENVELOPE TO:

**COUNTY PURCHASING AGENT
1901 COS ST.
LIBERTY, TEXAS 77575**

All contracts entered into after January 1, 2016, require that a business entity contracting with Liberty County access the Texas Ethics Commission website and complete a Form 1295. **The completed Form 1295 does not need to be submitted to Liberty County until the Bid is awarded.** However, it must be submitted before any purchases are made.

Please note that **all offers must be received at the designated location by the deadline shown.** Offers received after the deadline will be considered void. Liberty County is not responsible for lateness of mail carrier, delivery to wrong office, etc. The time/date clock in the Purchasing Office shall be the official time of receipt.

Liberty County reserves the right to accept or reject any and all bids and to waive formalities for the best interest of Liberty County.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Liberty County will award the bids as promptly as possible consistent with the time required for a thorough analysis of the bids submitted.

Harold Seay
Liberty County Purchasing Agent

LIBERTY COUNTY, TEXAS
BID FORM/BIDDER CERTIFICATION
BID # 19-01 – ROAD MATERIALS

We are pleased to submit for your consideration our bid for **ROAD MATERIALS** based on the **attached Specifications and Terms and Conditions:**

LEGAL NAME OF COMPANY

COMPLETE MAILING ADDRESS

CONTACT PERSON

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

CERTIFICATION:

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications and the Terms and Conditions.

I understand that Liberty County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any formalities in the best interest of Liberty County.

SIGNATURE

DATE

PRINTED NAME

TITLE

****This page must be page 1 of the bid, or the bid may be rejected.****

SPECIFICATIONS
BID # 19-01 – ROAD MATERIALS

BID PURCHASE:

Liberty County reserves the right to purchase materials from another supplier if the successful bidder cannot fill the order when needed.

MATERIALS:

Materials shall meet the 2004 Texas Department of Transportation standard specifications for construction and maintenance of highways, streets and bridges.

No payment shall be made for materials not in compliance with the specifications and said materials shall be returned at vendor's expense.

Please designate either tonnage or yardage.

LIBERTY COUNTY ROAD MATERIAL BID FORM
BID # 19-01

		PRECINCT 1			PRECINCT 2		PRECINCT 3	PRECINCT 4
		DEVERS	RAYWOOD	OLD RIVER	HARDIN	TARKINGTON	CLEVELAND	DAYTON
PRODUCT	FOB VENDOR PLANT PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE

ASPHALT MIXES

1) UPM H.P. COLDMIX								
2) COLDMIX TYPE "D"								
3) HOTMIX TYPE "C"								
4) HOTMIX TYPE "D" MODIFIED								
5) COLD MIX CC (LRA)								
6) ASPPM GRADE 4 PERFORMANCE COLD MIX								
7) RAPID ROAD REPAIR								

ASPHALT LIQUIDS

ANIONIC EMULSIONS								
1) AES - 300								
2) SS-1								
3) ROAD STABILIZER & REJUVENATOR								
4) SS1-H								
CATIONIC EMULSION								
1) CRS -2								
2) CSS -1								

TRAP ROCK

1) GRADE 3 GRANITE TRAP ROCK								
2) GRADE 4 GRANITE TRAP ROCK								
3) GRADE 5 GRANITE TRAP ROCK								

*DELIVERY PRICES ARE FOR ENTIRE PRECINCT

**LIBERTY COUNTY ROAD MATERIAL BID FORM
 BID # 19-01**

PRODUCT	FOB VENDOR PLANT PRICE	PRECINCT 1			PRECINCT 2		PRECINCT 3	PRECINCT 4
		DEVERS	RAYWOOD	OLD RIVER	HARDIN	TARKINGTON	CLEVELAND	DAYTON
		DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE

BASE MATERIAL

1) 1" LIMESTONE								
2) 1 1/2" LIMESTONE								
3) 1 1/2" CRUSHED CONCRETE								
4) IRON ORE								
5) GRADE 1 LIMESTONE BASE								
6) GRADE 2 LIMESTONE BASE								
7) RYE BASE								

AGGREGATE

1) 1 x 3 RIPRAP								
2) 3 x 5 RIPRAP								
3) 1 1/2" WASHED LS ROCK								
4) OVERSIZED GRAVEL #44								
5) WASHED, SCREENED RAINBOW GRAVEL								
6) OVERSIZED GRAVEL								
7) D/F BLEND								
8) GRADE 4 PEA GRAVEL								
9) RECLAIMED ASPHALT								
10) DIRTY GRAVEL								
11) GRADE 4 SAC-B								

*DELIVERY PRICES ARE FOR ENTIRE PRECINCT

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		DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE

LIMESTONE COVERSTONE

1) GRADE 5								
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COVERSTONE

1) GRADE 4								
2) GRADE 5								
3) HMA AGG GRADE 3								
4) HMA AGG GRADE 4								
5) HMA AGG GRADE 5								

CALCIUM SULFATE

1) GS 100								
2) GS 100S								
3) CALSTONE (CAL. SULFATE / CRUSH LIMESTONE BLEND)								

SAND

1) CEMENT STABILIZED SAND 2.0 SACK								
2) CEMENT STABILIZED SAND 3.0 SACK								
3) CEMENT STABILIZED SAND 4.0 SACK								
4) CONCRETE SAND								
5) WASTE SAND								

*DELIVERY PRICES ARE FOR ENTIRE PRECINCT

**LIBERTY COUNTY ROAD MATERIAL BID FORM
 BID # 19-01**

PRODUCT	FOB VENDOR PLANT PRICE	PRECINCT 1			PRECINCT 2		PRECINCT 3	PRECINCT 4
		DEVERS	RAYWOOD	OLD RIVER	HARDIN	TARKINGTON	CLEVELAND	DAYTON
		DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE	DELIVERED PRICE

OTHER

1) LIME								
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For the duration of the bid term the Liberty County Purchasing Department will be sending out signed electronic copies of the Purchase Order to the awarded vendor for each purchase. Please indicate the desingee that is to receive copies of the purchase orders below.

Name: _____ Phone: _____
 Email: _____

TERMS AND CONDITIONS
BID # 19-01 – ROAD MATERIALS

1. Bids must be submitted on the **BID FORM** only and must be delivered to the County Auditor by the time and date specified. Late bids will not be opened and will be considered void. Submit one copy in a sealed, clearly marked envelope. Inquiries pertaining to this bid should be identified by title and date.

When sent by mail, Federal Express, Express Mail, or other delivery service, the sealed bid shall be enclosed in an additional envelope clearly identified on outside as a bid to County with bidder's name and address, bid name, and bid date and time. It is the sole responsibility of the bidder to ensure timely delivery of bid. The bid is timely delivered when it is actually received by the Purchasing Agent on or before the "DUE DATE". The County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Bidder. You may call the Purchasing Department at (936) 336-4605 to see if your bid has been received. You may also deliver the package in person to County Purchasing Agent, 1901 Cos St, Liberty, TX 77575.

NOTE: The Time-Date Stamp Clock located in the Purchasing Office will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of bids.

2. Bids must give bidder's full name and address and shall bear the manually executed signature and the title of the authorized agent.

Bids may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered, or withdrawn without the approval of the Commissioners Court.

3. **The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid,**

4. **PRICING AND ADJUSTMENTS:**

Pricing must remain firm for ninety (90) day increments. This specification provides for a price increase or decrease every (90) days, if needed, based upon changes in costs to the Vendor for furnishing the product. **Each price change shall be made known by a letter addressed to Harold Seay, County Purchasing Agent, 1901 Cos St, Liberty, Tx 77575, stating the price change, reason for the change and the effective date.** The Vendor will be required to submit an affidavit substantiating that the increase represents the cost for services or materials and in no way represents an increase of profits, labor, or other overhead. The Vendor must justify its request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Conversely, if costs in services or materials decrease, the same amount of decrease shall be

immediately passed on to the County. The County may request information to verify pricing throughout the term of the contract. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement 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 and all liability whatsoever to pay for delivered materials at the new price prior to the Vendor's notification to the County. All increases will be subject to approval by Commissioners Court.

If the price increases from the amount bid, Liberty County may elect to terminate this contract if the County is able to purchase, from another source on similar terms, product of like grade and quality, and in like amount at a lower price than the increased price and the successful Vendor declines to meet such lower price.

5. **FUEL SURCHARGE:**

Vendor may add a fuel surcharge to the invoice price. Fuel surcharge shall be based upon information from the Energy Information Administration's Gulf Coast Region (PADDIII), Gulf Coast OPIS (Oil Price Information Service)/Petrosat Net Price, or an authorized agency monitoring fuel prices. The applicable fuel surcharge shall be determined on a bi-weekly basis according to the results of the survey for diesel fuel pricing conducted every Monday by the Department of Energy-Energy Information Administration for the previous week's actual prices. **The fuel surcharge shall be computed and stated separately on each freight bill or invoice. Documentation must be provided by the Vendor detailing pricing for the fuel surcharge.**

6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
7. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for materials which are unsatisfactory. The County may give the Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
8. Any quantities indicated in the bid are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the price.
9. **SOLE SOURCE MATERIAL**

All Road Materials considered **Sole Source** must be bid and Commissioners Court must accept a signed statement from the Vendor certifying the existence of only one source, and enter in its minutes a statement to that effect.

10. The Bid Award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Price
 - c. Timeliness of delivery
 - d. Special needs and requirements of Liberty County
 - e. Vendor's past performance record with Liberty County
 - f. Liberty County's evaluation of Vendor's ability
 - g. Quality of products furnished
 - h. Compliance with Specifications and Terms and Conditions
 - i. FOB Vendor's Plant Price only: Cost and distance Liberty County must travel to pick up products at Vendor's plant
11. It is understood and agreed that the Bidder is solely responsible for all services provided and shall provide adequate insurance to cover against any and all losses incurred by the Bidder's employees and/or equipment during the course of the contract.
12. Liberty County makes no guarantee that any materials and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All Bids and their accompanying documentation will become the property of Liberty County.
13. The Bidder is expected to examine all documents, forms, specifications and all instructions. Failure to do so will be at the Bidder's risk.
14. **ETHICAL CONDUCT**

The Bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of Liberty County. No public official shall have an interest in this contract, in accordance with Texas Local Government Code, Chapter 171.

The Bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.
15. 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 which in any manner affect the conduct of the work.
16. All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the term of this contract.
17. **HAZARD SUBSTANCES**: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS).

18. 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 attorney 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.
19. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, employees and agents under Federal or Texas law, nor waive any defenses available to the County and/or its elected officials. Employees and agents under Federal or Texas law.
20. **FORM W-9 and FORM CIQ:** No payments will be made for any invoices submitted by the successful Bidders until a Form W-9 – Request for Taxpayer Identification and Certification (attached) and a Form CIQ – Conflict of Interest Questionnaire (attached) are completed and filed with the County Purchasing Agent at 1901 Cos St., Liberty, Texas 77575.

For any additional information concerning the Road Materials being bid, please contact the Commissioners listed below:

Precinct #1	Bruce Karbowski	(936)587-4922
Precinct #2	Greg Arthur	(936)298-2790
Precinct #3	James Reaves	(281)592-1653
Precinct #4	Leon Wilson	(936)258-5202