

TAYLOR COUNTY

Purchasing Agent

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INVITATION TO BID

BID TITLE: ASPHALT ROAD MATERIALS

BID NUMBER: I.T.B. 2010-104

OPENING DATE: July 22, 2010

OPENING TIME: 2:00 P.M.

CONTACT PERSON: RICHARD D. GREENAWALT

TERM AND CONDITIONS

The Taylor County Commissioners' Court is soliciting bids for furnishing the merchandise, supplies, services, and/or equipment set forth in this Invitation to Bid.

All bids must be received in the Taylor County Purchasing Office, 2nd floor, Taylor County Courthouse, 300 Oak Street, Ste. 206, Abilene, Texas, 79602, no later than 2:00 p. m. Thursday, July 22, 2010. Public Opening of the bids will be held in the Commissioners' Courtroom, Taylor County Courthouse, at that time. All bids which are mailed, shipped, etc. should be addressed as follows:

Taylor County Purchasing Department
300 Oak Street, Ste. 206, 2 nd Floor
Abilene, Texas, 79602
Attn: Richard Greenawalt

All bids must be in sealed envelopes clearly marked with Bid Number and Bid Title. Completed Bids must contain one (1) original and one (1) copy. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

The Taylor County Commissioners' Court reserves the right to reject in whole or in part any or all bids, waive minor technicalities, and award the bid which best serves the interest of Taylor County.

Late bids will be returned to the Bidder unopened. **Taylor County will not be responsible for un-marked, or improperly marked bids or bids delivered to the wrong location.**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder to guarantee authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Taylor County Commissioners' Court. All bids become the property of Taylor County and will not be returned to the Bidder.

Taylor County is exempt from Federal excise and sales tax; therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Invitation to Bid. The period of acceptance of this bid will be thirty (30) calendar days (minimum) unless the Bidder notes a different period.

Bids must be submitted on the attached Bid Worksheet. By returning the signed Bid Worksheet, bidders certify that:

1. A packing list or other suitable shipping documents shall accompany each shipment and shall show (a) name and address of vendor, (b) name and address of the receiving department, (c) Taylor County Purchase Order Number (if applicable), and (d) the description of the material shipped, including item number, quantity, etc.
2. Delivery terms and transportation charges are to be **FOB Plant or Destination**.
3. Invoices shall be sent directly to Taylor County, Purchasing Department, 300 Oak Street, Ste. 206, Abilene, Texas, 79602. Payments will be processed within 30 days after receipt of the invoice or items, whichever is later. **Invoices must be itemized and must reference the Taylor County Purchase Order Number in order to be processed.**
4. Payment shall not constitute an acceptance of the item(s) bid nor impair the County's right to inspect or any of its remedies.
5. Goods, supplies, equipment pertaining to this contract shall be F. O. B. PLANT SITE, and/or delivered to precinct location as stipulated by Taylor County.
6. Hours of delivery/service shall be between 7:30 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.
7. All prices are to be firm for the length of the contract.
8. Bids should be unit prices using the Bid Worksheet form included with this bid. Purchases will be made on a cash basis. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
9. The price to be paid by the County shall be that contained in the Bid Worksheet. The Bidder warrants being no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.
10. A list of references of current users is to be furnished in the bid worksheet. Failure to do so may render the bid unresponsive. Current Taylor County vendors may omit this requirement.
11. The bidder shall attach to the Bid Worksheet, and it shall be made a part of this bid, regularly printed literature as published by the manufacturer, which sets out and describes the goods, equipment, or supplies to be furnished by the bidder.
12. Any bids not conforming to the specifications shall be rejected. It will be the responsibility of the bidder to conform to the specifications unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception.

13. The Commissioners' Court will award the bid, which will be followed by the issuing of a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed Bid Worksheet will be construed as the contractual agreement.

Taylor County may sign a contract provided by the successful bidder, however any part of bidder's contract which contradicts any part of the terms, conditions and specification requirements of this Invitation to Bid shall be considered null and void.

14. **Special Notation:** A comparative performance evaluation may be required to assist in the determination of overall efficiency of similar units. This may include, but is not limited to, samples of supplies or field test of equipment.

15. Item(s) that are bid are subject to the County inspection and approval within a reasonable amount of time. If specifications are not met, material may be returned at bidder's expense and risk for all damages incidental to the rejection.

16. **Evaluation Criteria** shall include, but is not limited to the following:

- A. Unit Price
- B. Delivery
- C. Vendor's past performance record with Taylor County
- D. Taylor County's evaluation of vendor's ability to perform.
- E. Taylor County's experience with product(s) bid
- F. Special needs and requirements of Taylor County
- G. Results of performance evaluation (if requested or needed)

Taylor County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

17. All insurance requirements, including Workers' Compensation, as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.

18. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

19. Quantities indicated on the Bid Worksheet are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the bid price.

20. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to Taylor County until Taylor County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

21. Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by the County. Taylor County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

22. Either party upon sixty- (60) day's written notice prior to cancellation may terminate the Contract.

23. The Bidder warrants that the product sold to the County shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970.

24. The Bidder agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Bidder to any customer for such goods, equipment, supplies, or services.

25. Contractor shall provide the defense for and indemnify and hold harmless Taylor County from all claims, suits, causes or action, and liability arising out of the execution of this contract or in connection with Contractor's use of the premises thereunder.

26. The Bidder shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Taylor County.

TECHNICAL SPECIFICATIONS
I.T.B. 2010 – 104 Asphalt Road Materials

NOTE: All technical specifications are minimums

and may be exceeded.

GENERAL:

Taylor County is requesting bids from qualified vendors to furnish asphalt road materials that meet the Texas Department of Transportation specifications. All materials are stated as item, type, and grade in accordance with the Standard Specifications for Construction of Highways, Streets, and Bridges set forth by the Texas Department of Highways and Public Transportation. Complete specifications of materials or products should accompany the Bid Worksheet. If the Bidder does not furnish the product from their plant, the vendor must state the source of the product.

DELIVERY: Please note on the Bid worksheet if delivery charges are included or are not included in the bid pricing.

Delivery charges are to be in compliance with all Railroad Commission Tariffs. Any non-regulate weight/mile hauling charges, pump-off fee, demurrage, etc. should be noted. **On the Bid Worksheet, Vendors will give separate price for the product (price per gallon) and the separate cost for freight (freight cost per gallon).**

TERM OF CONTRACT:

The term of this contract will begin on September 6, 2010 and end on September 5, 2011. The contract may be extended for one (1) additional year, if approved by both parties. Taylor County will not allow for any price escalation for the first contract year. Either party upon sixty- (60) day's written notice may terminate the Contract.

DESCRIPTION:

The specific items to be bid in this contract are listed on the Bid Worksheet page.

PERIOD OF ACCEPTANCE:

The period of acceptance of this bid will be thirty- (30) calendar days (minimum) unless bidder notes a different period.

Award:

Award will be on a unit by unit basis. The bid may be awarded to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material, LGC 262.027,e.

**BID WORKSHEET
I.T.B. 2010 – 104 Asphalt Road Materials**

By completing this Bid Worksheet, Vendors understand, agree to and will adhere to all the Terms, Conditions, and Specifications of I.T.B. 2010 – 104 Asphalt Road Materials.

Note: Separate the price per gallon for the product from the freight cost.

Description of Item	Quantity Minimum	Unit Price per Gal.	Freight Cost per Gal.
MS - 2 Emulsified Asphalt	_____	_____	_____
CRS - 2 Emulsified Asphalt	_____	_____	_____
CRS - 2H Emulsified Asphalt	_____	_____	_____
AEP	_____	_____	_____

Delivery: Does the vendor provide delivery of their product: Circle one Yes or No

Demurage Charge (Per Hour and Fraction thereof) _____

Pump-Off Charge _____

Layover charge _____

Location of bidder's pit site _____

References: List two (2) entities below that vendor supplies with similar supplies. Include contact persons and phone numbers. Other government entities are preferred.

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

The undersigned affirms that they are duly authorized to execute this bid on behalf of their company and, that this bid has not been communicated to any other vendor prior to the official opening of this bid. The undersigned affirms that the Company they represent agrees to the terms, conditions and specification requirements of this bid and if the bid is awarded the bid will be construed as the contractual agreement.

Name and Address of Bidder _____

All unsigned bids will be disqualified

Signature: _____

Name: _____

Title: _____

Phone No: _____