

**COMPETITIVE BIDDING NOTICE  
INVITATION TO BID**

The County of Waller proposes to purchase the following items on competitive bid:

**COLD MIX ASPHALTIC PAVEMENT**

Bids will be received by the Waller County Auditor, Alan Younts, until 2:00 p.m., February 14, 2023 in the office of County Auditor at 836 Austin Street, Suite 221, Hempstead, Texas 77445. Bids shall be opened by Commissioners' Court at 9:00 a.m. February 15, 2023, in the Waller County Courtroom, Hempstead, Texas 77445. The Court shall award the contract on February 22, 2023, at 9:00 a.m., in the Waller County Courtroom, during open session of Commissioners' Court to the responsible bidder who submits the lowest and best bid.

A contract shall not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award, and is given an opportunity to appear before the Commissioners' Court and present evidence concerning the lower bidder's responsibility.

Bid award shall be based on either unit price or lump sum as indicated on the BID SHEET.

Method of payment will be by check upon completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Specifications and Bid Forms may be downloaded from the Waller County web site at [www.co.waller.tx.us](http://www.co.waller.tx.us)

## GENERAL REQUIREMENTS

### **VENDOR INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

### **BID RETURNS**

Bidder must return all completed bids to the Waller County Auditor's office at 836 Austin Street, Suite 221, Hempstead, Texas 77445 before 2:00 P.M. by the time clock in the County Auditor's office. BIDS RECEIVED AFTER 2:00 P.M. DEADLINE WILL BE MARKED AS SUCH.

### **BID FORM COMPLETION**

Fill out completely and return **ONE ORIGINAL AND TWO (2)** copies of bid forms, in a sealed envelope plainly identified as **Bid for Cold Mix Asphaltic Pavement** to the office of the County Auditor. An authorized company representative must sign and have notarized the **CERTIFICATION AND COMPLIANCE** and the **BIDDERS CERTIFICATE** as part of the Bid forms. The **TERM CONTRACT** shall be signed when bid is submitted or at the time bid is awarded in court.

### **AWARD**

Waller County reserves the right to award this contract **TO THE RESPONSIBLE BIDDER WITH THE LOWEST AND BEST BID** as determined by the County in accordance with laws of the State of Texas, to waive any formality or irregularity, to make award to more than one bidder, to reject all bids or require new bids if in the best interest of the County. By law, Waller County is not obligated to accept a non-compliant bid.

### **CONTRACT FULFILLMENT**

Waller County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Waller County. All supplemental agreements are subject to approval by the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Special Provisions and Requirements.

**PRICING:**

Waller County will ordinarily accept certifiable price increases during the term of this contract.

However, the contractor must petition the County Auditor in writing 45 days prior to the price increase becoming effective. Within those 45 days, the Auditor will notify the County Engineer of the petition and it will be determined whether the Waller County Commissioners' Court accepts the price increase or rejects it. Within 45 days of the petition, the Bidder will be sent, via certified mail, hand delivery or fax, notice of acceptance or rejection of the increase. If it is accepted, an addendum to the contract will be generated and attached to the contract. If it is rejected, the Bidder has 10 days to make a determination between the two options:

1. to continue the work under the provisions of the original contract; or
2. to terminate the contract.

If the bidder chooses option 1, the contract continues in the usual manner. If option 2 is chosen, the contract continues until the original 45-day period of time is completed. The County must go out for bids again. At that time, the Bidder can submit a bid packet for the work or supplies.

**TERMINATION OF AGREEMENT:**

This contract may be terminated by Waller County, at its option, upon 15 days notice in writing. It may also be terminated if the price increase petition submitted by the Bidder is rejected and the Bidder does not wish to continue working under the provisions of the original contract. (Bidder must continue working under the original contract for the 45-day period after submission of the price increase petition).

The contract may also be terminated by Bidder upon 45 days notice of termination from the bidder.

## SPECIAL PROVISIONS AND REQUIREMENTS

DUE DATE: February 14, 2023  
OPENING DATE: February 15, 2023  
AWARD DATE: February 22, 2023

### VENDOR NOTE:

**CAREFULLY READ ALL REQUIREMENTS, SPECIFICATIONS AND INSTRUCTIONS, FILL OUT ALL FORMS PROPERLY AND COMPLETELY. SUBMIT YOUR BID IN TRIPLICATE, INCLUDING ALL APPROPRIATE SUPPLEMENTS. BE SURE ALL REQUIRED SIGNATURES ARE IN PLACE.**

### SPECIAL PROVISIONS:

Waller County is requesting bids for "COLD MIX ASPHALTIC PAVEMENT."

Vendors may bid on any or all of the items. If you need additional information, direct your inquiries to the Road and Bridge Department, at (979) 826-7670. Bids must be submitted on the attached Bid Sheet or copies thereof. By returning the Bid Sheet vendors certify agreement to the following:

1. Prices bid shall be F.O.B. vendor's plant. Freight rates per ton to Hempstead and Brookshire in Waller County, Texas in effect on December 1, 2020 shall be submitted with the bid.
2. A delivery ticket shall accompany each shipment and shall show:
  - a. Name and address of vendor.
  - b. Description of material shipped.
  - c. Quantity of material shipped.
3. Invoices shall be sent directly to Waller County Treasurer, 836 Austin Street, Suite 316, Hempstead, Texas 77445. Payments will be processed after notification that all supplies/services have been received/performed satisfactorily and no unauthorized substitutions have been made. Invoices must be fully itemized in order to be processed.
4. All insurance requirements, including Worker's Compensation as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

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5. Waller County reserves the right to measure or weigh all of the vendor's trucks in order to verify the volume of Bid material therein and to reject any loads found to be deficient.
7. Waller County reserves the right to sample the Bid material at the point of delivery and reject the material that fails to meet the requirements of the governing specifications.
8. **The bid award shall be based on, but not necessarily limited to the following factors:**
  - a. **Unit Price or Lump Sum Price as indicated on bid form.**
  - b. **Special needs and requirements of Waller County.**
  - c. **Delivery.**
  - d. **Waller County's experience with products bid.**
  - e. **Vendor's past performance record with Waller County.**
  - f. **Waller County's evaluation of vendor's ability and reliability.**
9. Bids must be submitted in a sealed envelope plainly marked on the outside "**BID ON COLD MIX ASPHALTIC PAVEMENT**".
10. The County is exempt from Federal Excise and State Tax, therefore, tax must not be included in this Bid.
11. The Bidder 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 Specification.
12. Bid is to be submitted in **ONE ORIGINAL AND TWO (2) COPIES** to the County Auditor. All designations and prices shall be fully and clearly set forth. The proper spaces in the bid form shall be suitably filled in.
13. Waller 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.
14. **FAX BIDS WILL NOT BE ACCEPTED.**
15. Bidder must not be debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

**TERMINATION OF AGREEMENT:**

This contract may be terminated by Waller County, at its option, upon fifteen (15) days notice in writing. The contract may also be terminated by Bidder upon 45 days notice of termination from the bidder.

**HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISE (HUB) PARTICIPATION:**

It is the goal of the Waller County Commissioners' Court to have Historically Underutilized Business Enterprises (HUB) and labor surplus firm's participation when providing services under a contract. If proposer(s) awarded a contract as a result of this solicitation effort do not hold a HUB certification/ designation, then the Awardee shall make and demonstrate a good faith effort to include the services of HUB participation under a contract. As a part of a good faith effort, Awardee agrees to work with and assist in meeting HUB participation in meeting HUB targets and goals, as may be required by any rules, processes or programs that have a requirement for such. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed sub-contractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

The term HUB as used in this solicitation, is understood to encompass all programs, business enterprises such as Small Disadvantaged Businesses (SBE), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprises (MBE), Women Owned Business Enterprise (WBE), and Disabled Veteran Business Enterprises (DVBE).

There are many designations other than "HUB" used across the county within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprises (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Women or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs are basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used.

The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that

companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then “Certified” or “Listed” by having their name included on an official listing published by the Certifying or Listing Authority.

The procurement efforts of the County of Waller, especially when federal funding is involved, are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs). These requirements are promulgated by federal and state governmental authorities, and may include measurable criteria such as “percentage of total dollars spent directed to “HUBs,” “number of HUB contractors used”, “HUB subcontractors employed by primary contractors”, etc. These requirements are generally formalized in goal-oriented programs.

**BID SHEET**

**SPECIFICATIONS:**

**SCOPE:**

This contract is intended to cover the furnishing, F.O.B Vendor's Plant Waller County Road and Bridge Department's requirement for **COLD MIX ASPHALTIC PAVEMENT** listed below the requirements of Item 330 of the 1982 Texas State Highways Standard Specifications, will be for one (1) year period beginning January 11, 2023 with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County. Waller County shall provide written notice of its intent to exercise its renewal option at least thirty (30) days prior to the anniversary date of the contract.

Amount to be expended under this contract is estimated in excess of \$1,500,000.00.

The material shall be delivered in rail cars to either Hempstead or Brookshire, Texas, in amounts of not less than one (1) full rail car load per order. The quantity shown on the following tabulation is estimated for the purpose of determining the low bid.

Bid Sheet must be completely filled out in ink or typewritten, with necessary supplemental information attached.

<u>ITEM</u>	<u>UNIT PRICE BID</u> Hempstead	<u>UNIT PRICE BID</u> Brookshire
Cold Mix Asphaltic Pavement, Item 330 Type C Mix Per Ton		
By Rail - Price Per Ton	\$ _____	\$ _____
Additional Freight For side load conveyors - Per Ton	\$ _____	\$ _____

**Typical Conversion for this material equals \_\_\_\_\_ Tons/CY**

**AN INCREASE/DECREASE IN RAILROAD FREIGHT WILL BE ADJUSTED ACCORDINGLY.**



The undersigned bidder agrees to deliver the above materials at the place required within \_\_\_\_\_ days after an order for materials has been received.

**PLEASE COMPLETE AND NOTARIZE THIS FORM TO BE RETURNED WITH YOUR BID.**

**CERTIFICATION AND COMPLIANCE:**

The undersigned Bidder, by signing and executing this bid, certifies and represents to Waller County that the product being offered meets or exceeds all requirements and conditions of this bid document and that they will furnish bid item for the bid price.

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_  
(Authorized Agent)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

Telephone ( ) - \_\_\_\_\_

Fax Number ( ) - \_\_\_\_\_

Date \_\_\_\_\_

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ vendor's agent for \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

BIDDER'S CERTIFICATE

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act as referenced in Government Code Title 10 has been extracted and is as follows:

2252.001

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a Resident bidder of Texas as  
(Company Name)  
defined in Section 2252l.001 Government Code.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

I certify that \_\_\_\_\_ is a Nonresident bidder as defined in  
(Company Name)  
Section 2252.001 and our principal place of business is in  
\_\_\_\_\_. (City and State)

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_ vendor's agent for  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**TERM CONTRACT**

STATE OF TEXAS

COUNTY OF WALLER

WHEREAS, the Waller County Commissioners' Court did on \_\_\_\_\_ award to \_\_\_\_\_ a contract for \_\_\_\_\_ in quantities and at the prices therein set out:

and

WHEREAS, it is now desired to enter into a written contract in accordance with said bid and order.

THEREFORE, Know all men by these presents, this contract today is entered into by Waller County, hereinafter called County, and the undersigned bidder, hereinafter called Contractor,

WITNESSETH, that in accordance with the attached specifications in every particular the Contractor will make deliveries in accordance with the terms thereof and the County agrees to make payment for items purchased on appropriate approved purchase orders in accordance with the terms of said specifications which are made a part of this contract as though the same are duly written herein.

IN TESTIMONY WHEREOF: Witness our hands at Hempstead, Texas; this day

\_\_\_\_\_.

\_\_\_\_\_, County Judge

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_ (IF THIS

CONTRACT IS WITH A CORPORATION, It must be executed by an officer thereof hereunto duly authorized and the seal of the corporation attached.)

**CLERK'S CERTIFICATE**

The above and foregoing contract was submitted to the Commissioners' Court by the County Judge and duly approved by it on \_\_\_\_\_ as shown in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Minutes of said Court.

\_\_\_\_\_ County Clerk.