

**COMPETITIVE BIDDING NOTICE
INVITATION TO BID**

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

EMULSIFIED ASPHALT & HAULING

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 the 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

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. PERSUANT TO THE FOLLOWING VERIFICATION FORMS:

- **State of Texas –House Bill 89 (85th Texas Legislature)**
- **State of Texas –Senate Bill 13 (87th Texas Legislature)**
- **State of Texas –Senate Bill 19 (87th Texas Legislature)**

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 on Emulsified Asphalt & Hauling** 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

SPECIAL PROVISIONS:

VENDOR NOTE:

Carefully read all requirements, specifications and instruction. Fill out all forms properly and completely. Submit your bid in **TRIPLICATE**, including all appropriate supplements. Be sure all required signatures are in place.

Waller County is requesting bids for **EMULSIFIED ASPHALT AND HAULING**. Transport service is to be included in bid. For 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 include cost of **EMULSIFIED ASPHALT AND HAULING** and all charges for freight, pump, demurrage, and unloading. Delivery will be F.O.B.: Waller County Road and Bridge Department storage yard in Hempstead or to any other location in Waller County.
2. A delivery ticket list shall accompany each shipment and shall show:
 - a. Name and address of vendor
 - b. Name and address of receiving department
 - c. Description of material shipped, including quantity.
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.

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4. All insurance requirements, including Workers' Compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of this contract.
5. Waller County reserves the right to determine equals.
6. The County shall not pay for work, equipment, or supplies which are unsatisfactory.
7. **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. **Product delivery shall begin within 24 hours of order.**
 - c. **Products to be delivered shall be delivered no later than 2:30 p.m. each day.**
 - 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.**
8. Bids must be submitted in a sealed envelope plainly marked on the outside; **"EMULSIFIED ASPHALT AND HAULING."**
10. The County is exempt from Federal Excise and State Sales 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 Specifications.
12. The bidder must not be debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

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.

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.

FAX BIDS WILL NOT BE ACCEPTED.

TERMINATION OF AGREEMENT

This contract may be terminated by Waller County, at its option, upon 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 measureable 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

CLASSIFICATIONS:

SCOPE:

This contract is intended to cover the furnishing and transporting to Waller County requirements for

EMULSIFIED ASPHALT AND HAULING, meeting the requirements of Item 300 "Asphalts, Oils and Emulsions", as specified in the 1995 Texas State Highway Department Specifications.

This contract will be for one (1) year period, beginning January 11, 2023 with 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.

Prices bid shall include cost of Emulsified Asphalt and delivery to any location in Waller County. Asphalt to be delivered in insulated tank with a minimum temperature of 150 degrees. Tanker must be equipped with a 2" hose and pump for unloading.

Bidder must furnish the prevailing posted price at the time of bidding.

BIDDER AGREES TO FURNISH AND DELIVER:	Price per gallon
SS-1	_____
CRS-2	_____
AEP	_____
MIP 65S	_____
CRS-2 H	_____
CWE-2	_____

Other Service Provided and Prices:

Pump Fee _____

Restocking fee for Asphalt
Delivered; but Waller County
Unable to use (breakdown,
Weather, etc.) _____

**THE UNDERSIGNED BIDDER AGREES TO BEGIN DELIVERY WITHIN 24
HOURS AFTER AN ORDER 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 22521.001 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.