INVITATION TO BID

**ROAD MATERIALS FOR KENDALL COUNTY ROADS**

**ANNUAL CONTRACT**

#### KENDALL COUNTY AUDITOR’S OFFICE

201 E. San Antonio Avenue, Suite 113 Bid Request #2024-04

Boerne, Texas 78006 Page 1 of 11 Pages

### Telephone (830) 249-9343

Bids will be received by Corinna Speer, Kendall County Auditor at the Kendall County Courthouse 201 E. San Antonio Avenue, Suite 113, Boerne, Texas 78006 until **Wednesday, December 20, 2023 at 10:15 am** at which time bids will be publicly opened and read aloud by Corinna Speer, Kendall County Auditor, in the 3rd Floor Assembly Room of the Kendall County Courthouse.

1. **SCOPE OF BID**

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a period beginning **January 8, 2024** and ending on **September 30, 2024** in accordance with the following Conditions of Bidding.

**B. CONDITIONS OF BIDDING**

The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the Kendall County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

 1. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:

 a. **KENDALL COUNTY** - Same as County.

 b. **COMMISSIONERS' COURT** - The elected officials of Kendall County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.

 c. **CONTRACT** - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

 d. **CONTRACTOR** - The successful Bidder(s) of this bid request.

 e. **COUNTY** - The government of Kendall County, Texas and its authorized representative.

f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

 g. **SUPPLIER** - Same as Contractor.

 h. **TxDOT SPECIFICATIONS** – Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, November 2014.

 2. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Kendall County and the successful bidder for the period designated.

 3. Bids must be received by the Auditor’s Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.

 4. 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.

 5. Kendall County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.

 6. Kendall County reserves the right to reject any bid that does not fully respond to each specified item.

 7. Bidder must include Vendor Identification Number for the bid to be valid.

 8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.

 9. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.

 10. The bid award shall be based on, but not necessarily limited to, the following factors:

 a. Unit price

 b. Special needs and requirements of Kendall County

 c. Results of testing samples (if required by Kendall County)

 d. Delivery

 e. References

 f. Kendall County's experience with products bid

 g. Vendor's past performance record with Kendall County.

 11. Price for each item bid as listed in Road Materials Bid may be increased or decreased by the amount each increase or decrease in the suppliers established price for such product occurring after the date of this bid opening and up to the date of delivery. **Each price change shall be made known by a letter addressed to the Road and Bridge Supervisor, #3 Old Comfort Road, Comfort, Texas 78013**, stating the price change and the effective date. If the price increases from that listed in the Road Materials Bid, the County may elect to terminate the contract if the County is able to purchase from another vendor similar items, terms, product of like grade and quantity, and in like amount at a lower price than the increased price and the successful bidder

 declines to meet such lower price. Although the cost of products to be provided is an essential part of the Bid, Kendall County is not obligated to award a contract on the sole basis of cost but will award to vendor considered to be the best value to Kendall County.

1. Acceptance of merchandise, work, and/or equipment provided shall be made

by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

1. Title and Risk of Loss of the goods shall not pass to Kendall County until the County actually accepts and takes possession of the goods at the point or points of delivery.

 14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure a better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

16. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

17. **Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number** to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted to any other person or department other than the Kendall County Auditor’s Office will not be accepted.

18. If vendor in receipt of notice is unable to bid, the bid should be submitted as a “No Bid” and returned to the Auditor’s Office before opening time. This is necessary if vendor wants to remain on vendor list and receive future bid notifications.

19. **Bids must show full firm name, mailing address, valid email address and telephone number. Bids shall be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.**

20. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

1. The successful Bidder agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Kendall County.
2. If sample testing is required, Kendall County will perform the test through a third party. The vendor will be required to allow third-party access to the facilities in order to acquire samples for testing. Failure to submit requested testing may disqualify bid.
3. Three (3) references are to be provided by the bidder. Failure to submit references may result in disqualification of a bid.
4. The contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner affect the conduct of the work or services being performed.
5. In order to ensure the safety of the public, the Contractor shall coordinate all work or deliveries with the Road and Bridge Department.
6. Any Subcontracting must be approved prior to commencement of the contract by the County Road and Bridge Supervisor.
7. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
8. Any brand name, or manufacturer’s reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality and performance will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. If notation of substitution is not made, it is assumed the vendor is bidding on the item specified. \*P2 Road Stabilizer - All substitutions are required to contain the same active ingredients in the same percentages of the items listed in the bid unless like performance can be demonstrated.
9. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

In the event the Supplier is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.

1. The successful vendor shall submit itemized invoices with clearly marked remittance copies to the following address;

**Kendall County Auditor**

**201 E. San Antonio Avenue, Suite 113**

**Boerne, Texas 78006**

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractors, assignees, or any other party.

1. As a governmental subdivision, Kendall County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request by contacting the Kendall County Auditor’s Office- (830) 249-9343.
2. Upon acceptance of a purchase order for any commodity or materials purchased by Kendall County, the vendor agrees to protect the county from any claim involving patent right infringement, copyright infringement, sales, franchise disputes.
3. Unless otherwise specified, all items ordered from the successful vendor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper containers so as to facilitate storage and handling.
4. Potential Vendors are advised they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of $250.00 given to any employee of the County, County Official to the County Official’s family members or employment of any employee of the County, County Official or the County Official’s family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Kendall County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
5. The bidder understands that Kendall County is a government subject to Texas State and Federal public information statutes. The bidder hereby waives any obligation to the release to the public of any documents submitted in accordance with this bid.

**C. SILENCE OF SPECIFICATION**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**D. INSURANCE REQUIREMENTS**

**The Bidder shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section.** **Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Kendall County Auditor’s Office. The Certificate of Insurance must be approved by the Auditor’s Office before any deliveries can be made.**

1. The Bidder shall furnish and keep in full force the following insurance during the term of this Contract:

 a. Statutory Workmen's Compensation and Employer's Liability Insurance with waiver of subrogation.

1. General Liability with limits for bodily injury and for property damage of not less than $2,000,000 CSL with Kendall County named as an additional insured.

 c. Comprehensive Automotive Liability with single limits of $1,000,000 for Bodily Injury and Property Damage Liability.

 d. Cargo Insurance to sufficiently cover materials transported.

1. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Bidder receives notification of award.
2. The Vendor agrees to hold Kendall County harmless from any and all claims and liability due to the acts of the Vendor’s employees and the operation of his equipment. The Vendor also agrees to hold Kendall County harmless from any and all expenses, including attorney fees, incurred by Kendall County in litigation or otherwise resisting such claims or liabilities as a result of the Vendor’s employees’ activities. Further, the Vendor agrees to protect, indemnify and hold harmless Kendall County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Vendor against Kendall County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the vendor or Kendall County.

**E. BID SPECIFICATIONS**

All materials must conform to current Texas Department of Transportation Specifications.

A copy of the latest test results shall accompany the bid package.

1. Limestone Rock Asphalt, THD, Item 330, Type1 Grades AA, CC & D

(Approximately 6,000 Tons)

1. THD, Item 330, Type 2 Grade CS (Approximately 3,000 Tons)

2. Hot Mix, Hot Lay Asphalt Concrete pavement, THD Item 340, Type B & D

 (Approximately 1,000 Tons)

 3. Grade #3 Coverstone, AGGR (TY-PB GR-3 SAC-B)

 (Approximately 1,200 Tons) for use as aggregate for seal coating. \*\*\*

1. Grade #4 Coverstone, AGGR (TY-PB GR-4 SAC-B)

(Approximately 1,600 Tons) for use as aggregate for seal coating. \*\*\*

 5. Grade #5 Coverstone, AGGR (TY-PB GR-5 SAC-B)

 (Approximately 1,000 Tons) for use as aggregate for seal coating. \*\*\*

1. AGGR (TY-B GR-5 SAC-B) (Approximately 1,500 Tons) for use as aggregate for seal coating. \*\*\*

6. ¾” Base Material, THD Item 247, Type A

 (Approximately 8,000 Tons)

7. Grade #2 Road Base Material, THD Item 247, Type A

 (Approximately 20,000 Tons)

8. Emulsified Asphalt, THD Item 300, CRS-2, CSS-1H, CMS – 2P

 (Approximately 120,000 **Gallons** Cumulative Total)

9. P2 Road Stabilizer

 (Approximately 150,000 **Gallons**)

10. CWE- No Bleed Chip Seal (Approximately 120,000 **Gallons**)

11. ROC – Road Over Coat (Approximately 120,000 **Gallons**)

 12. 1” Coverstone, Crushed Limestone

 (Approximately 500 Tons)

 13. 3” x 5” Rip-Rap Crushed Limestone/Chemical Stone

 (Approximately 500 Tons)

 14. 5” x 8” Rip-Rap Crushed Limestone/Chemical Stone

 (Approximately 300 Tons)

 15. 12” Hammered Rock, Limestone

 (Approximately 500 Tons)

 16. 2’ x 3’ Boulder Rock

 (Approximately 500 Tons)

 17. 3’ x 4’ Boulder Rock

 (Approximately 500 Tons)

 18. Flat Stackable Rock Approximate Size 2’ x 2’ x 5’

 (Approximately 500 Tons)

 \*\* Grade #3, #4 & #5 Type PB aggregates should be cubical or pyramidal with angular particles. Slivered or round smooth material is not acceptable. The flakiness index shall not exceed 12. \*\*\*

Bids are to show material cost per ton or gallon as applicable and freight separately for materials to be delivered within the city limits of Boerne and to Kendall County material yards at Comfort and Kendalia. All bids will be received only on the bid form enclosed with this Invitation for Bid. *All items on the bid form must be filled in or the**bid* *may be rejected*. **If a bidder does not wish to bid on one or more items, the entry “N/A” (not applicable) should be made on the appropriate space.**  Any deviation from specifications must be explained on the bid form. Bid form may be reproduced as needed. **THE BID SHALL INCLUDE PRICE PER MILE FOR MATERIAL DELIVERED FROM VENDOR LOCATION TO JOB SITE IN KENDALL COUNTY.**

Kendall County reserves the right to specify dates of delivery, quantities per delivery and the locations where delivery is desired, giving at least 24 hours advance notice. Materials delivered shall be subject to testing for conformity with specifications, and materials found not to meet specifications must be randomly tested for moisture. If moisture exceeds 4%, materials will be rejected, or a cost adjustment will be made.

Bidding on Emulsified Asphalt will include the availability of a tanker trailer for use by Kendall County. Bid on Emulsified Asphalt is to include pump and hose.

Kendall County is requesting bids for unit cost only and is not obligated to order the above approximated materials.

Material offered: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the material being offered by the bidder differs from the specifications in any respect the bidder shall detail the difference below.

If the material conforms to the specifications the bidder will enter “NO EXCEPTIONS”.

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**F. REFERENCES**

Vendors shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should NOT include Kendall County as a reference. The list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid.

Company/Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**G. CERTIFICATION OF BID**

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

SIGNED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 P.O. Box or Street

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 City TX Zip

EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_