COMPETITIVE BIDDING NOTICE
INVITATION TO BID

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

HOT MIX ASPHALTIC CONCRETE PAVEMENT (HMAC) & HAULING
PCT. 1 AND PCT. 2

Bids will be received by the Waller County Auditor, Alan Younts, until 2:00 p.m., November 21, 2016 in the office of County Auditor at 836 Austin Street, Suite 221, Hempstead, Texas 77445. Bids shall be opened by the County Official who makes Purchases for the County at 9:00 a.m. November 23, 2016, in the Waller County Courtroom, Hempstead, Texas 77445. The Court shall award the contract on December 14, 2016, 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 or obtained in the office of the County Auditor by applying to:

ALAN YOUNTS
County Auditor
836 Austin Street, Suite 221
Hempstead, Texas 77445

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 on Hot Mix Asphaltic Concrete Pavement (HMAC) & Hauling, Pct. 1 and Pct. 2** 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:	November 21, 2016
OPENING DATE:	November 23, 2016
AWARD DATE:	December 14, 2016

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.

Waller County is requesting bids for **"HOT MIX ASPHALTIC CONCRETE PAVEMENT (HMAC) & HAULING – Precinct One and Precinct Two."**

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. A delivery ticket shall accompany each shipment and shall show:
   a. Name and address of the vendors' plant
   b. Description of material shipped.
   c. Quantity of material shipped.

2. 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 HMAC received is satisfactory and no unauthorized substitutions have been made. Invoices must be fully itemized and must reference the Waller County Purchase Order Number in order to be processed.

3. Purchase Orders will be issued by the Road and Bridge Department for a given amount of money.

4. All insurance requirements, including Worker's Compensation as outlined in Texas State Statutes shall be met prior to any receipt of material and shall remain in effect during the life of the contract.

5. Waller County reserves the right to sample the HMAC at the point of delivery and to reject the material that fails to meet the requirements of the governing specifications.

6. 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. **The bid award shall be based on, but not necessarily limited to the following :**
   - **a. Unit Price or Lump Sum as indicated on bid form.**
   - **b. Product delivery shall begin within 24 hours of order.**
   - **c. Products to be provided shall be provided 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.**
   - **g. Regarding products to be "picked up at vendor's plant by Waller County", the bid award shall be based on more than just the lowest price per ton. Other factors such as haul distance shall be taken into account to determine the ultimate cost to Waller County.**

8. Bids must be submitted in a sealed envelope plainly marked on the outside **"HOT MIX ASPHALTIC CONCRETE PAVEMENT (HMAC) & HAULING – Precinct One and Precinct Two"**

9. 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 Specifications.

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. The 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.

BID SHEET

SPECIFICATIONS: Hot Mix Asphaltic Concrete Pavement (HMAC)

a. per TxDOT standards specifications Item 340 (1993) Type "D"

SCOPE:
This contract is intended to cover the furnishing Waller County Road and Bridge Department's requirements for **Hot Mix Asphaltic Concrete Pavement (HMAC) & Hauling** - **Precinct One and Precinct Two.** meeting the requirements as per the specifications BEGINNING January 1, 2017 and ending December 31, 2017 or until all services and orders placed prior to the expiration date have been satisfactorily delivered.

Amount to be expended under this contract is in excess of $100,000.00.

This Bid Sheet must be completely filled out in ink or typewritten with any necessary supplement information attached.

DESCRIPTION OF ITEM	UNIT PRICE	UNIT
Hot Mix Asphaltic Concrete Pavement (HMAC) Delivered to Waller County Job Site In Pct. 1 and Pct. 2 by Vendor	$_____	Per Ton
Hot Mix Asphaltic Concrete Pavement (HMAC) Picked up at Vendor's Plant by Waller County for Pct. 1 And Pct. 2	$_____	Per Ton

Vendors Plant Address _____
_____

Typical conversion for this material equals _____Tons/CY

The undersigned bidder agrees to begin delivery within 24 hours after an order has been received.

The undersigned bidder agrees to provide a minimum of 500 to 800 tons of HMAC Per day.
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.