



Request for Bids

Crushed Limestone Base
RFB No. 17BCP04I

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Solicitation Summary

Crushed Limestone Base
RFB No. 17BCP04I

Bastrop County is now accepting sealed bids for the services set forth in this Request for Bids.

Bids will be received by the Bastrop County Purchasing Department until **2:00 p.m. on Thursday, May 11, 2017.**

Proposals may be mailed to:

Leon Scaife
Bastrop County Purchasing
Agent 804 Pecan Street
Bastrop, Texas 78602

Proposals may be hand delivered to:

Leon Scaife
Bastrop County Purchasing
Agent
803 Pine Street, Floor 1
Bastrop, Texas 78602

Public Bid Opening

There will be a public bid opening in the Purchasing Office immediately following the proposal due time/date. Interested parties are invited to attend, but it is **not** mandatory.

If you have questions or concerns regarding the bid specifications or the submittal of the bids, please contact:

Leon Scaife, Purchasing Agent
leon.scaife@co.bastrop.tx.us
(512) 581-7110

Questions regarding the bid specifications must be submitted by 12:00 p.m. Monday, May 08, 2017.

- No verbal questions will be accepted.
- Questions of a substantial nature will be addressed in an addendum, posted on the County's Purchasing webpage for all interested parties.

Vendor Information

Crushed Limestone Base
RFB No. 17BCP04I

(Please complete all information requested below and submit with your proposal.)

Company Name

The undersigned affirms they are duly authorized to execute this Contract after notification that the Bidder has been identified by Bastrop County as the Bidder with the "best value" bid. By submitting this bid the Respondent agrees to all specifications, terms and conditions set forth in this Request for Bids. Bastrop County reserves the right to accept or reject and all bids and to waive bid irregularities. Bids shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

Print Name *(person authorized to sign proposal)*

Title

Signature *(person authorized to sign proposal)*

Date

Primary Contact for Bid

Name:

Telephone Number

Email address:

Business Address:

City, State, Zip Code:

**REQUEST FOR BIDS
Crushed Limestone Base
RFB No. 17BCP04I**

Bastrop County will accept RFB submissions until 2:00 p.m. on Thursday, May 11, 2017.

Submittals received after the deadline will be returned unopened.

I. Standard Terms and Conditions

1.1 Application

These standard terms and conditions shall apply to all County of Bastrop (hereafter "County") solicitations and procurements, unless specifically accepted in the solicitation specifications.

1.2 Requirements

By submitting a Bid, the respondent agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the request for bid opening.

1.3 Legal Compliance

The submitting vendor must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

1.4 Right to Refuse Bids

The County reserves the right to refuse any and/or all parts of any and/or all Bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability status in employment, procurement or provisions of service.

1.5 Estimated Quantities

If the solicitation calls for unit pricing on specific items and if quantities are described for each item, they are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.

1.6 Modifications and Addendums

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential submitting vendors, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Submitting vendors are responsible for incorporating any and all modifications and addendums into their Statements of Qualifications.

1.7 Interpretation of Solicitation Documents

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Submitting vendors are encouraged to seek clarification, before submitting a Bid, of any portion of the soliciting documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

1.8 Minor Irregularities

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.

1.9 Responsiveness of Bids

The County wants to receive Bids from the most qualified Engineering firms, but will declare “non-responsive” any submitting firm that fails to meet significant requirements outlined in the solicitation documents.

1.10 Identical Submissions

In the event that two or more identical Bids are received, and are considered the most responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 262.027(b).

1.11 Alterations of Bids

Alterations may be made before the opening date and time specified in the soliciting document, but must be initialed by the submitting entity guaranteeing authenticity. After the official opening, Bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner’s Court.

1.12 Withdrawal of Bids

Submitting firms may withdraw any submission prior to the submission deadline. Firms may not withdraw a submission once the statements have been publicly opened, without the approval of the County’s Purchasing Agent. Submitting vendors will be allowed to withdraw Bids that contain substantial mathematical errors in extension. However, once the statements have been withdrawn, it can no longer be considered.

1.13 Disqualification of Vendors

The County may disqualify any submitting vendor, and their Bids not be considered, for any of the following reasons: Collusion among vendors; A vendors default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Vendor's lack of financial stability; any factor concerning the vendor's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; vendor involved in a current or pending lawsuit with the County; vendor's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and vendor's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

1.14 Waiver of Formalities

County reserves the right to reschedule, extend, or cancel this RFB at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for Bids if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

1.15 Cost of Responses

Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFB shall be the sole responsibility of the Respondent.

1.16 Taxpayer Identification

Vendor must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the submitting vendor.

1.17 Taxes

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a vendor's invoice, they will not be paid. Additionally, vendors cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

1.18 Outstanding Liabilities

Vendors shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Submissions will be considered non-responsible and not given further consideration if submitted by a vendor with such outstanding liabilities.

1.19 Offset

The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

1.20 Independent Contractors

It is expressly agreed and understood by both parties that the County is contracting with the successful submitting vendor as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful submitting vendor, and the successful submitting vendor has no authority to bind the County.

1.21 Governing Law

All Bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.

1.22 Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

1.23 Assignment

Vendor shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the vendor's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

1.24 Termination

If an awarded vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the vendor by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the vendor for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

1.27 Indemnification

Submitting vendor shall defend, indemnify, and hold harmless the County of Bastrop, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by vendor's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the vendor, its officers, agents, employees, or Subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of

joint and concurrent negligence or fault of the vendor and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

1.28 Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Bastrop County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bastrop County, Texas.

1.29 Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

1.30 Solicitation Results

The County normally posts solicitation results on-line after bids are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

1.31 Public Information

The County is a governmental body subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code). Any information submitted to the County with regard to this RFB is presumed to be information and available to the public. Any information or materials submitted to County that the Respondent considers confidential, including, but not limited to, financial information, must be clearly marked "CONFIDENTIAL" on each page or portion of a page of material that contains confidential information. If a request is made under the Texas Public Information Act for information marked Confidential, County will endeavor to advise the Respondent of the request in time to file an Open Records decision. If requested by the Respondent, the County will request an Open Records Decision or Ruling from the Texas Attorney General's Office, but the Respondent, at Respondent's sole cost and expense, will be responsible for asserting any appropriate exceptions to disclosure and providing any information, at the Respondent's expense, to support the Respondent's position. The County will abide by the decision of the Texas Attorney General.

1.32 Affirmative Action/EOE

Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.

See Attached Bastrop County Section 3 Resolution

1.33 Contact Person for Inquiries

Questions regarding this RFB should be directed to the County's Purchasing Agent as identified below BY EMAIL. If the County believes that a response is required, the County will provide a

response by addendum which will be posted to the County's website. The final date and time for questions and inquiries is 12:00 p.m. Monday, May 08, 2017.

All questions should be addressed **BY EMAIL** to:

Leon Scaife, Purchasing Agent purchasing@co.bastrop.tx.us

II. General Contract Terms and Conditions

2.1 Bid/Contract Award

If the bid is accepted and approved by Commissioners Court, then the bid documents and bid sheet become the contract and there are no oral agreements either expressed or implied. The contract will be effective for the period of ***June 01, 2017 through May 31, 2018***, unless cancelled by either party with thirty (30) days' notice. Bastrop County reserves the right to award to multiple vendors.

2.2 Option to Renew

This contract may be unilaterally extended by Bastrop County for two (2) additional twelve (12) month periods. All terms and conditions will remain unchanged and in effect. The cost of the product cannot increase except for a price escalation at the time of renewal. To be effective, the option to renew must be exercised no sooner than ninety (90) days prior to expiration of the contract. The option, if exercised, must be in the form of an award letter from the County. The total period of this contract, including the extension as a result of the exercised option may not exceed a combined period of thirty six (36) months.

2.3 Late Submissions

Bids must be received in the Purchasing Office by the **2:00 p.m. on Thursday, May 11, 2017**. The County will not accept late Bids and is not responsible for the lateness or non-delivery of Bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

2.4 Payment

Payment will be made after receipt of all invoiced services or goods. Vendor will be paid within thirty days of date invoice is received.

2.5 Inclusive Pricing

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The County will not pay any additional charges other than the bid price unless requested by the County on the bid response sheet.

2.6 Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from

date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the County may mutually agree to extend the firm price period.

2.6 Delivery Terms

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB to the County's specified delivery address or site given at the time of order.

2.7 Transportation Charges

Bidder shall be responsible for all charges which relate to the delivery of goods to the County's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

2.8 Delivery and Acceptance

Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the County. The County may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The County is the final judge as to acceptability of goods under this solicitation.

2.9 Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the County shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

2.10 MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

2.11 Price Escalation

A price escalation of no more than the consumer price index for that year, will be considered by Bastrop County when the contractor can show cause substantiating the need for an increase. The vendor will be required to furnish a certified statement or affidavit stating that the increase represents the cost for services and in no way represents an increase of his profits, labor or other overhead. The vendor must justify his request for an increase by submitting evidence from the suppliers detailing the price change. An increase will not be granted during the initial six (6) months of the contract period. Any product delivered by the vendor at the proposed new price, without a properly executed statement of affidavit approved by the County is made at the vendor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the vendor hereby releases the County from any liability whatsoever to pay for delivered items at the new price prior to the vendor's notification to the County.

III. **Bid Specifications**

3.1 Submissions

Please submit **one (1) original** bid by mail to:

Leon Scaife
Bastrop County Purchasing Agent
804 Pecan Street
Bastrop, TX 78602

Or hand-deliver your proposal to:

Leon Scaife
Bastrop County Purchasing Agent
803 Pine Street, Floor 1
Bastrop, TX 78602

Sealed Bids must be received by **2:00 p.m. on Thursday, May 11, 2017.**

Mark Envelope: **Crushed Limestone Base - RFB No. 17BCP04I**

Late bids will not be accepted. Each respondent is responsible for assuring that bids to this RFB have been delivered by date, time and location specified.

In the event of inclement weather and County Offices are officially closed on a RFB closing date, RFBs will be received until 2:00 p.m. of the next business day, at which time said RFBs will be publicly opened.

Any questions related to the bid specifications or concerns about the submittal of bids should be directed to Leon Scaife, Purchasing Agent at email address: leon.scaife@co.bastrop.tx.us

By submitting a bid, the respondent certifies that he/she has fully read and understands the "Request for Bids" and has knowledge of the specifications and quality of the products to be furnished and intend to adhere to the provisions described herein.

3.2 Product Testing

Vendor must pay for testing of product if the County requires.

3.3 Bid Items

Bidders may choose to bid all items or select items. Other items that may become necessary during the life of this contract shall be the discounted price, at the same rate, as the items listed.

3.4 Bid Sheet

All bids must be submitted on the bid sheet provided on page 13.

Bidders Checklist: (Documents to be submitted in response to this RFB)

_____ Bid Sheet(s)

_____ Conflict of Interest Statement

_____ Vendor Information Form (if you are a current vendor with the County you are not required to submit this form)

_____ IRS Form W-9 (if you are a current vendor with the County you are not required to submit a W-9)

_____ Due Date: **2:00 p.m. on Thursday, May 11, 2017**

(Proposal must be received & stamped by the Purchasing Office no later than the due date.)

Bids that fail to comply with the above will be deemed non-responsive

Bidders that are awarded must submit the following:

- Certificate of Interested Parties Form (Form 1295)
- Certificate of Insurance

**Crushed Limestone Base
RFB No. 17BCP04I
Bid Sheet**

Company Name:

Contact Person:

Mailing Address:

City, State, Zip:

Phone Number:

Email Address:

Must meet minimum specifications for Sieve Size and % Retained for Flexible Base.

Please fill in only the product(s) you are bidding.

Specifications for Standard Flex Base – Crushed Limestone Base	
Sieve Size	% Retained
1-3/4"	0
3/4"	15-45
4 m	45-75
40 m	60-85

Plant	Price per ton _____
FOB Bastrop Via Truck	Price per ton _____
FOB Smithville Via Truck	Price per ton _____
FOB Smithville Via Union Pacific Unit 40 Rail Car	Price per ton _____
FOB Smithville Via Union Pacific Unit 60 Rail Car	Price per ton _____
FOB Rockne Via Truck	Price per ton _____
FOB Elgin Via Truck	Price per ton _____

The undersigned hereby submits its sealed bid for **RFB# 17BCP04I – Crushed Limestone Base**. The bidder understands and agrees that it is bound by all terms and conditions present in this RFB packet, including cover sheets, bid specifications and bid sheet.

Signature (*with legal authority to bind the bidder*)

Date

Print Name

Title

Pursuant to the MSDS section of the Standard Terms and Conditions bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

Bastrop County reserves the right to refuse any or all parts of any or all bids to waive technicalities in the best interest of the County.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

- (a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:
 - (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
 - (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
 - (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
 - (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
 - (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.
- (b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed
- (c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.
- (d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Submitting Vendor Company Name and Address

Certificate Number:

This # is issued once the form has been electronically filed

Date Filed:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Bastrop County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFB # and Name

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Authorized Person at Vendor		Check Controlling	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Have the completed form Notorized here

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____ this the _____ day of _____ 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath