

**INVITATION TO BID ON  
ASPHALT ROAD MATERIAL FOR  
PALO PINTO COUNTY**

Palo Pinto County, Texas is now accepting formal sealed bids on Asphalt Road Material for a contract period beginning: December 15, 2022 and ending December 14, 2023.

**SPECIFICATIONS:**

The respective types of asphalt road material being sought under this contract are as follows: See exhibit "A" attached hereto and expressly made a part hereof for all purposes. All materials must be of standard quality.

**ESTIMATED QUANTITIES:**

Palo Pinto County will in no way be bound to purchase any predetermined amounts under this contract and all purchases of asphalt road material will be based on actual need. In this regard it is understood that Palo Pinto County's road and bridge construction projects are seasonal in nature and because of the differing needs of the respective Precincts, it is not feasible to offer respective bidders estimated quantities of asphalt and building materials.

**SPECIAL CONTRACT TERMS AND CONDITIONS:**

In order to comply with state laws concerning competitive bidding, while maintaining as much continuity as possible between the County and its contracted asphalt road material supplier, Palo Pinto County has elected to offer two different bidding options. Bidder may choose to bid different options on different products.

**OPTION # 1:** Bidder may bid on a set price per gallon, or ton, to remain firm for twelve (12) months.

**OPTION # 2:** Bidder may bid on a cost plus basis. If using a cost plus basis, bidder is required to provide documentation in the form of current supplier invoices showing cost per ton with bid and for each delivery. Under this option, product prices may fluctuate within the contract, provided the difference between the contracted vendor's cost and his bid price to Palo Pinto County (markup) remains constant. This can result in a price increase or a price reduction.

Bids should include product price, delivery cost, plus a fuel surcharge. The fuel surcharge will be allowed to fluctuate within the contract to allow for changing fuel costs. Bidder must provide documentation to Palo Pinto County detailing pricing of fuel surcharge with bid, and throughout contract, as needed, to verify amount.

All requested information is mandatory and any incomplete bids will be eliminated from the selection process. The contract will be awarded to the bidder whom in the judgment of the Palo Pinto County Commissioners Court tendered the best bid; or, if applicable, the best value to Palo Pinto County on the basis of that vendor's price to the County (including all freight, delivery costs and fuel surcharge) as compared with the same vendor's cost from his wholesale supplier(s). Thus, bids should be clearly devised to detail those particular elements.

SPECIAL NOTICE:

Bidders should carefully note INSTRUCTIONS TO BIDDERS as a form for outlining your bid. After receiving these materials, if you have any questions concerning this invitation, contact Mike Pierce, County Commissioner Pct. 3, at (940) 329-3148.

FORMAL BID ON: ASPHALT ROAD MATERIAL  
SCHEDULED OPENING DATE: November 28, 2022  
SCHEDULED AWARD DATE: December 12, 2022  
OPENING/AWARD TIME: 9:00 A.M.  
OPENING/AWARD LOCATION: County Courtroom, Palo Pinto Courthouse, Palo Pinto, Texas

INSTRUCTIONS TO BIDDERS:

Bids solicit for furnishing merchandise, supplies, services and/or equipment set forth below:

**Completed bid proposals MUST be submitted to the Palo Pinto County Judge's Office located on the 1<sup>st</sup> floor of the Palo Pinto County Courthouse at 520 Oak St in Palo Pinto, Texas, or mail to P.O. Box 190 Palo Pinto, TX. 76484 no later than noon on Friday, November 18, 2022. Late bids will be returned to the bidder unopened.**

In order to assure your bid is fairly considered, it must be submitted directly by the bidder, in a properly sealed envelope clearly marked on its outside surface with the words: "**SEALED BID ON ASPHALT ROAD MATERIAL**". Bids marked otherwise or unmarked may be opened by mistake, thereby becoming invalid. **No faxed or emailed bids will be accepted.** Please include the name of the company submitting the bid on the outside of the sealed bid.

It is extremely important that you return ALL pages of this form, with the appropriate information inserted in the spaces provided, so that your bid may be considered valid.

Bids may be withdrawn at any time prior to the official opening by Commissioners Court. Palo Pinto County is exempt from Federal Excise Tax. Therefore, Federal tax must not be included in your bid.

TERMS AND CONDITIONS:

By returning this bid form completed, the bidder certifies that the following terms and conditions are understood and will be met:

1. All delivery charges (freight, inside delivery, installations, etc.) are included in these prices. Delivery will always be prepaid to the Palo Pinto Courthouse, Palo Pinto, Texas unless otherwise specified by Palo Pinto County.

2. A packing list or other suitable shipping documents shall accompany each shipment and shall show: name and address of vendor, name and address of receiving department,

(specify the name of individual ordering), Palo Pinto County purchase order number and a written description of the materials shipped, including item numbers, quantities, number of containers and package.

3. If applicable, all insurance requirements, including Workmen's Compensation, as outlined in Article 1483 Civil Statutes of the State of Texas shall be met prior to any delivery and shall remain in effect during the life of this agreement or contract.

4. If applicable, the successful bidder must submit copies of insurance certificates to the County Auditor's Office before any work can be started. Payment shall not become due and payable until such certificates have been received.

5. Samples may be requested for testing by Palo Pinto County. Asphalt temperature must be at 350 degrees or greater. Any sample that fails testing may be considered as not complying with the County's specifications and such a situation will be sufficient reason to reject a bid.

6. Continuing non-performance of a bidder in terms of specifications shall be basis for termination of a contract or agreement. Cancellation of such an agreement or contract may be made upon thirty (30) days written notice to the vendor. The County shall not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however shall in no way be construed as negating the basis for termination for non-performance.

7. Quantities indicated, if any, in the invitation are estimates only, based upon the best available information. Palo Pinto County reserves the right to increase or decrease quantities deemed necessary to satisfy its need without adjustments to bid prices. Palo Pinto County will not be bound to accept any materials for which it has no need.

8. Palo Pinto County reserves the right to reject any and all bids. Palo Pinto County may award bids at a later date.

9. Commissioners Court reserves the right to refuse to consider any bid submitted by any person or entity that is currently indebted to Palo Pinto County.

10. Palo Pinto County reserves the right to accept minor deviations from specifications in cases where, in the judgment of the Commissioners Court, quality or performance of the product or services will not be adversely affected in regard to meeting the County's requirements.

11. The bid award will be based on, but not necessarily limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, or special needs of Palo Pinto County, prior experience with this or similar products or services, vendor's past performance, an evaluation of surplus values. In general, Palo Pinto County will award an agreement or contract to the bidder whom, in the judgment of Palo Pinto County Commissioners Court, is best able to provide the product or service most likely to satisfy the needs of the County allowing the County optimum value for the public funds expended. By state laws, Palo Pinto County is bound to purchase from the bidder submitting the lowest and best bid.

12. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

13. Invoices shall be sent directly to the Palo Pinto County Auditor, P.O. Box 159, Palo Pinto, Texas 76484. Payments are processed after the County Auditor has determined that the items have been received in good condition and that no unauthorized substitutes have been made. Invoices must detail the items delivered or services performed and MUST reference the Palo Pinto County purchase order number and the department making the order. The Palo Pinto County Commissioners Court must approve all payment.

14. By signing 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 and these instructions for a twelve (12) month contract period. The period for acceptance of this bid will be thirty (30) calendar days unless Palo Pinto County specifies a different period.

**EXHIBIT A**

NAME, ADDRESS, & TELEPHONE # OF BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_  
email address: \_\_\_\_\_

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned, not by any employees or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid. Also that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control this price of supplies, service or agreement bid on or to influence any person to bid or not to bid thereon.

SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

<u>PRODUCT</u>	<u>OPTION 1 PRICE/GALLON (TON)</u>	<u>OPTION 2 COST PLUS MARKUP</u>
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AC-10 Asphalt Cement:

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

AC-10 XP:

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

AC-20 XP:

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

MC-30 Cutback Asphalt:

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

CRS2:

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

CRS2-HP:

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

EMULSIONS (SPECIFY GRADE):

AEP Prime \_\_\_\_\_

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

SPECIFY ANY OTHER PRODUCT:

OTHER \_\_\_\_\_

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

OTHER \_\_\_\_\_

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

P2 Emulsion's (CWE-2/CWP)

Invoice Cost to Bidder (today)	_____	_____
Price Bid to County	_____	_____
Difference (Markup)	_____	_____

<u>Ancillary Charges</u>	<u>Amount</u>	<u>Notes</u>
Minimum Load	_____	_____
Pump Charge	_____	_____
Demurrage	_____	_____
Extra Stop	_____	_____
Return Freight	_____	_____
Layovers	_____	_____