

**INVITATION TO BID ON
ROAD MATERIALS FOR
PALO PINTO COUNTY**

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

SPECIFICATIONS:

The respective types of Road Material supplies being sought under this contract are as follows: See Exhibit "A" attached hereto and expressly made a part hereto for all purposes.

ESTIMATED QUANTITIES:

Palo Pinto County will in no way be bound to purchase any predetermined amounts under this contract and all purchases of Road Material supplies will be based on actual need. In this regard it is understood that Palo Pinto County's Road and Bridge construction projects are respective Precincts, it is not feasible to offer respective bidders estimated quantities of Road Material.

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 Road Material supplier, Palo Pinto County has elected to utilize a "fluctuating price" contract which takes into consideration changing market conditions over a three month period. Each bidder is required to submit the name, address and telephone number of his wholesale Road Material supplier(s), so that Palo Pinto County may, at its discretion, spot check current unit prices and freight charges. Bids received without this information will be considered incomplete and will be eliminated from the selection process. The contract will be awarded to the bidder whom in the judgment of Palo Pinto County Commissioners' Court tendered the best bid on the basis of that vendor's price to the County (including all freight and delivery charges) as compared with the same vendor's cost from his wholesale supplier(s) (including all freight and delivery charges). Thus, bids should be clearly devised to detail those particular elements.

Under this agreement, product prices will be allowed to fluctuate within the contract, provided the difference between the contracted vendor's cost and his price to Palo Pinto County remains constant and can be verified at the discretion of the County.

It will be the express responsibility of the contracted vendor to notify the Palo Pinto County Auditor of any change in Road Material supply price to the County, **PRIOR TO ANY DELIVERY AT THE NEW PRICE** to any facility owned by Palo Pinto County. Failure to notify the County Auditor of such changes, **IN ADVANCE OF ANY DEPARTMENT MAKING AN ORDER**, will be considered a violation of the terms and conditions of the contract. The Palo Pinto County Auditor can be reached on weekdays between 8:00 a.m. and 3:00 p.m. at (940) 659-1276.

SPECIAL NOTICE:

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

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

INSTRUCTIONS TO BIDDERS:

Bids solicited 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 1st 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 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 space provided, so that your bid may be considered valid.

Commissioners Court may withdraw bids at any time prior to the official opening. Palo Pinto County is exempt from Federal Excise and State Sales 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.
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 numbers, if any.

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. Payments shall not become due and payable until such certificates have been received.

5. Samples may be requested for testing by Palo Pinto County. 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 needs 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 and to award contracts per precinct if that contract is more economically advantageous for the County per precinct.

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 service 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, the vendor's past performance, an evaluation of the surplus values. In general, Palo Pinto County will award an agreement or contract to the bidder whom, in the judgment of the 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 law, 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 period beginning December 15, 2022 and ending December 14, 2023. 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 NUMBER OF BIDDER:

PHONE: _____ CONTACT PERSON: _____

Email address: _____

The undersigned affirms that they are duly 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 been communicated by the undersigned, not by any employee or agent to any other bidder or 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 six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on or to influence any person to bid or not to bid thereon.

SIGNATURE: _____ PRINTED NAME: _____

MATERIAL: _____ **COST PER TON:**
(Bid price should reflect County hauling material)

Coverstone THD Item 302 Type B Grade 3 _____

Coverstone THD Item 302 Type B Grade 4 _____

Coverstone THD Item 302 Type B Grade 5 _____

Coverstone Pre-Coated THD Item 304
Type B Grade _____

Flex Base THD Item 248 Type A Grade 2 _____

Flex Base THD Item 247 Type A Grade 1 _____

Cold Mix THD Item 350 Grade FF _____

MATERIAL: _____ **COST PER TON:**
(Bid price should reflect County hauling material)

De-Icing Material _____

Commercial Base _____

Commercial Base #2 _____

1" Base _____

Heavy Duty Base _____

Hot Mix Item 340 All Types _____

Creek Rock _____

Creek Sand _____

Chat _____

Fill Dirt _____

Over Size Rock _____

Shot Rock _____

Rip Rap _____

Pea Gravel _____

Gravel _____

Caliche _____

Any Additional Material (detail) _____

Any Additional Fees (specify) _____

Comments: _____
